

Vicarage Lane, Winterbourne Earls, Salisbury, SP4 6HA Registered Charity 279405

(Registered Charity 279405)

SUMMARY OF STANDARD CONDITIONS OF HIRE

This HIRING **AGREEMENT** is made between the Winterbourne Glebe Hall Management Committee (hereafter referred to as the WGHMC) and the Hirer.

These conditions of hire apply to all hirers of the hall and at the time of making your booking you will be agreeing to these conditions.

A. GENERAL CONDITIONS OF HIRE

- 1. HIRER RESPONSIBILITES The hirer must be 18 years or older. If any hiring is for an event for younger people under 18, then at least three responsible adults (over 18) must be in attendance at all times. Please consult the Children, Young People and Vulnerable Adults, Safeguarding Policy at www.glebehall.org.uk for more details or contact the Booking Clerk. The hirer shall, during the period of hire, be responsible for: supervision of the premises, the fabric and contents; their care, safety from damage however slight; the behaviour of all persons, especially minors, using the premises whatever their capacity; the proper supervision of car parking, by members of their organisation or event, so as to avoid obstruction of access to adjacent properties.
- **2. HALL USE** The hirer shall not use the premises for any purpose other than that agreed with the Booking Clerk and shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, nor for commercial business use nor do anything to bring onto the premises anything that may endanger the same or contravene any insurance policies in respect thereof.

Any bookings should include time to set up and to clear away. Any hirer exceeding their stated booking time will be subject to additional charges

The Booking Clerk has the authority from the WGHMC to refuse bookings should they appear to be detrimental in any way to the premises or the neighbourhood. All events must cease by 11.59pm Monday to Saturday and 11.30pm Sunday, unless other arrangements have been made with the WGHMC.

3. OCCUPANCY AND SEATING – The HIRER must ensure that they do not exceed the maximum number of persons permitted in various parts of the hall.

The maximum occupancy of the village hall is not to exceed 300 persons. The maximum in each area depends on the seating arrangements, if stage extension is erected and whether tables are being used (for guide see table below). Hirers are recommended to visit the hall, if the expected capacity to their event is close to these maximums.

Areas	Standing / Dancing	Closely seated audience	Functions with tables & chairs
Main Hall	200	120	96
Main hall with stage	150	100	80
extension			
Small meeting room	50	50	32
Annex	50	50	24
Main Hall with annex	250	170	120
Whole Hall	300	220	152

(Note: Stage area itself can be used for functions that require additional tables and chairs to maximum of 12)

WGHMC/003/GLMA Conditions of Hire Review December 2022 1

- <u>4. PRE EVENT REQUIREMENTS</u> THE HIRER upon arrival at the hall, must familiarise themselves immediately with the fire procedure detailed on the 'FIRE NOTICES' around the hall, which includes,
- Action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- b. The location and use of fire equipment (see plan of hall).
- c. Escape routes and ensure fire exits are kept clear.
- d. Method of operation of escape door fastenings.
- e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- f. **The emergency lighting system**. The lights in all public areas and externally at both exits, will automatically switch on in the event of a power failure.
- g. Being aware that no obvious fire hazards are introduced onto the premises as part of your activities.

B. PAYMENT AND CANCELLATION

- **6. PAYMENT OF HIRE CHARGE** The Hirer/organisation will be responsible for payment of the hire charge, which will be calculated in accordance with the latest tariff of charges. **Any bookings should include time to set up and to clear away. Any overruns will be charged for.**
- **7. CANCELLATION (for casual users) -** Should the Hirer cancel the booking more than 14 days before the hire date, the hire fee will be refunded less 10%. If the cancellation is within 14 days of the hire date, the booking fee will be refunded less 50%.

The WGHMC reserves the right to cancel any hiring by written 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 byelection:
- (b) the Winterbourne Glebe Hall Management Committee reasonably considering that (i) such hiring may 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) in the event of an emergency requiring the use of the Hall.

In any such cases above the Hirer shall be entitled to a refund of any deposit already paid, but the WGHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

<u>8. DAMAGE PENALTIES</u> - THE HIRER shall indemnify the WGHMC for the cost of repair of any damage done to any part of the property including the contents of the building and surrounding area during or as a result of the hire. This includes any china, cutlery, glasses, tea cloths etc. **THE HIRER** shall make good or pay for all damage (including accidental damage) to the premises or its fixtures, fittings or contents and for the loss of contents of those parts of the premises being hired by the hirer. The WGHMC reserves the right to withhold the cost of repair or cleaning from the deposit

C. LEGAL REQUIREMENTS

- 9. ALCOHOL Notification of THE HIRER intent to sell alcohol must be made in writing to the Booking Clerk identifying a suitable person(s) operating the bar. No temporary event notices can be applied for except by agreement with the WGHMC and Premises Licensing Supervisor. Alcohol can only be sold during the licensing hours of the premises (11am 11pm Mon-Sat and 11am 10.30pm Sundays and at 12.30am on New Years Eve). Please note that it is illegal to sell intoxicating liquor to any person under 18 years of age or to allow any person under 18 years of age to consume intoxicating liquor or to allow anyone under 18 years of age to sell alcohol on the premises. Please refer to the full WGMC Alcohol Policy on www.glebehall.org.uk or seek any clarification required from the Booking Clerk.
- 10. GAMBLING. 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. More information on permissible activity in Community Halls can be found at: https://www.resourcecentre.org.uk/information/licensing-and-regulations/ or by visiting the Gambling Commission website at: www.gamblingcommission.gov.uk/PDF/quick-guides
- 11. FOOD Abide by all health and hygiene regulations when preparing, selling or serving food.
- **12. ELECTRICAL APPLICANCES** THE **HIRER** has the responsibility to ensure that any **electrical appliances** brought on to the premises shall be in good safe working order and complies with current safety standards i.e. P.A.T. tested.

WGHMC/003/GLMA Conditions of Hire Review December 2022 2

- <u>13. LICENCES</u> Responsibility remains with THE HIRER for obtaining licences required from the Performing Rights Society, for the observance of their conditions and all other licences required by the Fire Authority, the Local Authority, and the Local Magistrates Court or otherwise relating to the premises.
- **14. PUBLIC LIABILITY INSURANCE** The Hirer is responsible for ensuring adequate insurance for all activities undertaken.
- 15. PUBLIC SAFETY COMPLIANCE The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the licensing Authority, the Hall's Fire Risk Assessment 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 shall also comply with the hall's health and safety policy.
- 16. SALE OF GOODS THE HIRER shall, if selling new goods on the premises, comply with current legislation and any code of practice used in connection with such sales. The HIRER is responsible for their own arrangements in relation to Jumble Sales, Plant Sales etc. NO SECOND HAND ELECTRICAL GOODS SHOULD BE SOLD IN THE GLEBE HALL. Any unsold goods need to be removed at the end of the hiring.
- 17. BOUNCY CASTLE THE HIRER must apply to the Winterbourne Parish Council clerk-parishcouncil@thewinterbournes.org.uk if they wish to use a Bouncy Castle (or other inflatables) on the Grass Areas adjacent to the Glebe Hall and BE PROVIDED with a risk assessment and insurance document from the bouncy castle contractor, two weeks prior to the planned event.

IF TO BE USED WITHIN THE GLEBE HALL THE BOOKING CLERK ALSO NEEDS TO BE SUPPLIED WITH A RISK ASSESSMENT AND INSURANCE DOCUMENT FROM THE CONTRACTOR. Failure to comply IN BOTH CASES will result in no permission FOR USE being granted. By signing the Booking Form you are accepting liability should an incident occur.

Therefore YOU need to ensure that the users abide by the terms and conditions in the hiring agreement with the company hiring out the bouncy castle, as any injury claims could be made against you.

- **18. HIRERS PROPERTY** The WGHMC does not accept any responsibility at any time for any equipment, property or possessions left on the premises, including vehicles in the car park, during or after the period of hire.
- **19. TV LICENCING** Winterbourne Glebe Hall does not need, and does not hold, a television licence. Any user/organisation of the hall using a laptop (or any other device) to watch or record television programmes as they are being shown on TV or live on an online TV service, or to download or watch BBC programmes on demand, including catch up TV, on BBC iPlayer, by law, must hold their own TV licence. The WGHMC will not accept responsibility for any fines or penalties imposed.

D. ADDITIONAL GENERAL INSTRUCTIONS.

- <u>20. DECORATION</u> Blue tack, not be used on walls or wooden frames. There is a strip of corkboard around the hall; this is to be used to secure decorations with pins. Pins are to be removed by the hirer. Sellotape must not be used anywhere in the hall. Any breach will of these instructions will result in loss of deposit
- 21._ACCIDENTS AND DANGEROUS OCCURRANCES The Hirer must report all accidents involving injury to the public to a member of the Winterbourne Glebe Hall Management Committee as soon as possible by completing an accident/incident report form (contained in a folder located in kitchen). Any failure of, or damage to, equipment belonging to Winterbourne Glebe Hall must also be reported as soon as possible. All spillages or breakages are to be cleaned up immediately in the interests of health and safety
- **22. ANIMALS** The Hirer shall ensure that no animals (including birds) except assisted living dogs are brought into the premises other than for events agreed by the Booking Clerk. No animals whatsoever are to enter the kitchen at any time.
- 23. **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 also ensure that where live music is performed, this is played at such a level so as not to cause a nuisance to Hirers of other parts of the Hall or to neighbouring properties.
- 24. **SMOKING** Smoking is not permitted in any part of the building.
- 25. **FIREWORKS** Fireworks are not permitted in the Hall or in the Hall grounds.

WGHMC/003/GLMA Conditions of Hire Review December 2022 3

- 26 **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 Booking Clerk or a member of the Winterbourne Glebe Hall Management Committee. Any alteration, fixture or fitting or attachment so approved should be removed by the Hirer who must make good to the satisfaction of the WGHMC any damage caused to the premises by such removal. Any such fixture or fitting must be fire retardant.
- 27. **SCENERY AND DECORATIONS** All scenery, draperies, properties and decorations shall be rendered flame-retardant and maintained in this condition. Paper decorations should not be affixed to the walls or ceiling. Cotton wool shall not be used for scenery or decorations or as part of the costumes of the performers whether or not treated with flame-retardant solution. No naked-flames are to be used without the written authorisation of the WGHMC and this will not be granted if in breach of Fire Regulations or Insurance restrictions.
- 28. **CAR PARK** The users of the car park do so at their own risk. The Winterbourne Glebe Hall Management Committee will not accept liability for any accidents, damage or loss incurred. Drinking in the car park area is prohibited at all times.
- 29. The Committee DOES NOT permit the use of fake snow or bubble machines inside the hall.
- 30. NO stiletto heels to be worn in the Hall due to damage caused to floor surface.
- 31. NO Single/Double heelie shoe skates to be worn or used within the hall.

E. POST EVENT- HIRER REQUIREMENTS.

32. 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 WGHMC shall be at liberty to make an additional charge.

The last person leaving the premises to check and ensure the following,

- a. The Hall and surroundings should be thoroughly tidied and left in a clean and tidy condition, including the toilets.
- b. All general rubbish bins are emptied into the outside bin.
- All recyclable materials discarded (Cardboard, paper, plastics, glass bottles and metal) must be taken home for recycling.
- d. All tables should be wiped, chairs and equipment returned to their original position.
- e. All party decorations to be removed at the end of the hire.
- f. All lighting and any electrical appliances used, to be switched off.
- g. Water taps are turned off.
- h. Dishwasher switched off and filters cleaned.
- i. Fire doors and interior doors are closed & exterior doors are shut and secured/locked
- j. Windows are closed and secured.
- k. Stage curtains are closed and kitchen hatch is shut.
- I. Building is completely vacated.

PLEASE NOTE -THE WGHMC SHALL BE AT LIBERTY TO MAKE AN ADDITIONAL CHARGE AND /OR DEPOSIT RETAINED IF THERE IS A FAILURE TO COMPLY.

Thank you for your co-operation.

Winterbourne Glebe Hall Management Committee

WGHMC/003/GLMA Conditions of Hire Review December 2022