

The management of the Upton-by-Chester Village Hall is vested in the Board of Management whose powers and composition are defined in the constitution, a copy of which may be obtained from the Secretary. Under the provisions of the constitution, the Board of Management is empowered to make rules or to withdraw or amend them. The Board does not maintain an on site presence such as a Caretaker or Board member.

- 1. Acceptance of Terms and Conditions** Use of the Village Hall is subject to the following terms and conditions of hire. The nominated representative must agree to and sign the Hiring Agreement prior to the use of the Hall. Regular users are required to sign a new Hiring Agreement whenever the User Group changes their nominated representative or there is a significant change to these Terms & Conditions.
- 2. Equal Opportunities** The Village Hall shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status.
- 3. Applying to use the Village Hall**
 - (a) Applications for the once off use of the Hall shall normally be made to the Caretaker and applications for regular use of the Hall shall be made to the Booking Secretary. Applications for private adult events to be held in the evening must be made in writing for the Trustees' consideration. Details of this and other restrictions regarding private parties are provided on the Upton Village Hall website, www.uptonbychestervh.org.uk
 - (b) The Board of Management, Booking Secretary or Caretaker have the right to refuse any application for the use of the Village Hall facilities, provided that the Booking Secretary or Caretaker report their actions to the next meeting of the Board of Management. The Board of Management may refuse an application to use the Village Hall's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating the Village Hall's beneficiaries or supporters. If in any doubt, the Booking Secretary or Caretaker shall report the matter to the Chairman who, in consultation with other Board members, will decide whether or not to allow the letting.
 - (c) All arrangements for the use of the Village Hall facilities are subject to the Board of Management reserving the right to cancel bookings when the premises are required for use as a Polling Station, or if they reasonably consider that the hiring will lead to a breach of these Terms and Conditions of Hire, or for whatever reason the premises are rendered unfit for the intended use. Special conditions are expressed to some Regular User Groups when their annual block bookings are set up, for instance reserving the right to cancel for major community or Hall Management events organised during the year (e.g. CRTA).
 - (d) If a Hirer wishes to cancel then one month's notice is required to avoid the booking fee. It is the Hirer's responsibility to check the on-line calendar to see that the cancellation has been actioned.
 - (e) The hirer shall not sublet the Hall or any part thereof.
 - (f) The hire of the Hall does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Booking Secretary or Caretaker. Keys held by regular user groups shall not be copied without the permission of the Secretary and must be returned when the use of the hall ceases.
- 4. Hours of Opening** Facilities at the Village Hall are usually available for the use of regular users and ad hoc hirers between the hours of 9.00am to 11.00pm.
- 5. Maximum Capacity** Fire regulations restrict the total capacity of the Hall to 200. When people are seated at tables, the number of people seated must not exceed 150.
- 6. Actions in the Event of a Fire** Users should acquaint themselves with all normal and emergency exits and must at all times keep these exits clear. In the event of a fire, the first actions should be to sound one of the horns located in the Kitchen, if it is SAFE to do so, or shout "Fire!" (there being no fire alarm), evacuate the building via the nearest SAFE Fire Exit(s) (the muster point is the grassy area across the road) and call the Fire Service using a mobile phone (there being no landline on the premises). If possible, all doors and windows should be closed to reduce fire spread. Fire extinguishers are provided at all exits to assist in clearing a path for emergency exit.
- 7. Health and Safety** More detailed information with regard to actions to be taken in the event of a fire or accidents and emergencies, the use of the kitchen and Hall equipment and electrical appliances can be found in the Village Hall's H&S Policy and User Implementation procedure available on our website www.uptonbychestervh.org.uk via the "Enquire Now" sections of the "Hiring Enquiries" page. This should be read, fully understood and adhered to at all times. The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority or any other regulations applicable to activities being undertaken by the hirer, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is served or provided or which is attended by children.
- 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.

9. Electrical Equipment Safety The Hirer shall ensure that any electrical equipment or 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 relevant Electricity at Work Regulations.

10. Supervision The hirer or person in charge of an activity shall be over the age of 18 and shall be on the premises for the entire duration of hire or duration of the activity. He/she shall not be engaged in any duties which prevent him/her from exercising general supervision, which includes care over the fabric and the contents of the building, the health and safety and behaviour of all persons using the premises (both inside and outside) and the proper supervision of car parking arrangements so as to avoid obstruction of the highway. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be escorted off the premises. When the premises or any part of them are used for public entertainment there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. The number of attendants required is increased to three if more than 100 persons are present (the maximum capacities as stated in section 5 must, of course, be observed). When the majority of those present at the entertainment are less than 16 years of age and when many people with disabilities are expected to attend, the number of adult supervisors will be increased according to any local council requirements. All persons on duty shall be instructed in their essential duties with respect to fire and other emergencies.

11. Safety of Vulnerable People Bookings for groups other than private parties involving children under 8 years of age or vulnerable adults will only be accepted if the organisation is affiliated to an appropriate governing body. For private parties a ratio of one adult to five children will be required. For any groups wishing to run classes or events, other than private parties, for unaccompanied persons under the age of 18 or for vulnerable adults, it is their responsibility to ensure that they have made the necessary DBS checks on their staff or helpers.

12. Indemnity The hirer shall indemnify each member of the Village Hall's Board of Management, employees, volunteers and agents against a) the cost of repair of damage done to the premises or its contents, b) all claims, losses or costs arising from damage to or loss of property or from personal injury and c) all claims, losses or costs suffered or incurred as a result of nuisance caused by a third party, all in the course of the use of the premises by the hirer.

13. Insurance The hirer should consider taking out adequate insurance to insure against the hirer's liability under paragraph 12. Appropriate Public Liability Insurance is held by the Board of Management for the use of the facility, but user groups are advised to consider the need for their own Public Liability Insurance to cover their own activities.

14. Reporting of Accidents In the event of a near miss or an accident involving injury to the public, the Hirer must complete an accident report form (located in the bar area), and report the incident to a member of the Village Hall management committee as soon as possible.

15. Heating and Flammable Substances The Hirer shall ensure that no heating appliances shall be used on the premises when open to the public without the consent of the management committee. No highly flammable substances shall be brought into, or used in any part of the premises and no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

16. Sale of Alcohol The Village Hall's Premises Licence allows for the sale of alcohol. However, the sale of alcohol is restricted to events managed by the Village Hall or our regular user groups. Ad hoc users such as parties are not permitted to sell alcohol. Regular user groups wanting to operate a bar must agree this with the Chairman or Secretary of the Board of Management who will need to be satisfied that all necessary arrangements are being made, particularly if one of the trustees will not be present at the event. The user group must nominate an individual who will be responsible for the operation of the bar. The Village Hall operates the Challenge 21 scheme. Any person who looks under the age of 21 will be asked to produce appropriate ID that confirms they are over 18 years of age. Alcohol shall not be served to any person suspected of being drunk.

17. Animals With the exception of trained assistance dogs, no animals shall be permitted on Village hall premises, other than for a special event agreed to by the management committee. No animals whatsoever are to enter the kitchen at any time.

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.

19. Regulated Entertainment Our Premises Licence allows for the provision of a range of regulated entertainment but only between 9am - 11pm, Monday to Saturday and 9am - 10.30pm, Sunday. If the purpose of the hire is to provide entertainment to an audience for a profit then the hirer must obtain the permission of the Board of Management. If permission is granted but a Temporary Event Notice (TEN) has to be issued because the event is not covered by our licence, then the hirer is responsible for issuing the TEN to the licensing authority.

20. Use of Copyright Material The premises have a joint PRS/PPL licence for the performance of copyright music. However, our PPL licence does not cover commercial organisations or individuals taking an income from the activity for which they are hiring the hall. Such hirers must have their own PPL licence, in person or by affiliation. The hirer shall

indemnify the Hall Management against any infringement of copyright which may occur during the period of hire.

21. Betting, Gaming and Lotteries Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or associations responsible for functions held in the Village Hall shall ensure that the requirements of the relevant legislation are strictly observed.

22. Damage and Failure of Equipment The hirer is responsible for any damage caused to the Hall, its property or its environs, occurring during the full period of using the Hall facility, and will be liable for any reinstatement cost. Any damage must be reported to the Caretaker. Any failure of equipment belonging to the Village Hall must be reported in the "Log-It-2-Fix-It" book or reported to the Caretaker on conclusion of the hire.

23. Storage The permission of the Board of Management must be obtained before goods or equipment are left or stored at the Hall, except that the Booking Secretary or Caretaker are authorised to grant permission for the overnight storage of goods or equipment brought to the Hall for a particular function or event. No equipment should be left in the Hall by way of a donation without the agreement of the Board of Management. Users must not leave money on the premises at any time.

24. Loss of Property The Board of Management of Upton Village Hall cannot accept responsibility for damage to, or the loss or theft of Village Hall users' property or effects. Arrangements for handling lost property are displayed on the management notice board in the Hall.

25. Car Parking Cars shall not be parked so as to cause an obstruction at the entrance to or exit from the Village Hall. When the main hall and meeting room are being used at the same time by different user groups, parking arrangements are by mutual consent between the groups concerned. A one-way system operates with the car park entry and exit, which must be respected at all times.

26. Nuisance

- (a) Litter shall not be left in or about the Village Hall.
- (b) Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level of their function is not such as to interfere with other activities within the Hall or to cause inconvenience to the occupiers of nearby houses and property. People should avoid all undue noise on arrival and departure.
- (c) The Hall Management reserves the right to terminate a booking where the meeting has become disorderly or where offensive material or behaviour is in evidence.

27. Cleaning and Security Village Hall users must accept responsibility for returning furniture and equipment to their original positions and for securing doors and windows of the premises before leaving. They must ensure that radiator thermostats are left in the indicated position and that all lights are turned off, with the exception of the fire exit signs. All users shall also leave the premises and surrounding area in a clean and tidy condition. If this condition is not met the hirer shall be responsible for any additional cleaning or waste disposal expenses incurred. On leaving the premises, users should refer to the checklist on the exit door.

28. TV Licensing Requirements As Upton Village Hall **does not** hold a TV licence, please will **all hirers** ensure that no-one in the Hall ever watches or records live TV on any channel or downloads or watches BBC programmes on iPlayer on any electronic device that is plugged in to mains electricity.