



Standard Terms and Conditions of Hire

1. Acceptance of Terms and Conditions of Hire.

Use of Cuddington & Sandiway Village Hall is subject to these Terms and Conditions of Hire. The nominated representative must agree to and sign the Hiring Agreement prior to the use of the hall. The Hirer must ensure that the Village Hall is adequate for the type of event that is to be held. These Standard Conditions apply to all hiring 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 in the use of the hall.

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 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 and access to the football field. 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 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 will not take equipment or furniture outside.

- a) No dogs are allowed in the building unless they are Assistance Dogs.
- b) Unsupervised children are not allowed in the kitchen. A supervising adult must be present at all times and is responsible for any children in the kitchen.
- c) Bring your own supplies & milk if you wish to serve coffee and tea
- d) Use the boiling water spout (Quooker) for preparing drinks only, there is plenty of hot water in the system.
- e) Do your best to keep the building clean and tidy.
- f) If opening the fire doors to access the field, lay mat at the door to prevent mud being brought in on footwear
- g) While using the village hall the store room must be kept shut unless moving apparatus
- h) Children **MUST NOT** enter the storeroom

DO NOT

Use blu tack, sellotape or similar on any of the walls
Play ball game in the hall
Use the smoke fcaillait when having a disco
Do not take furniture or equipment outside



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3. 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.

The Village Hall has a licence to play recorded music but any hirer running a group for profit that uses music is required to have their own PPL/PRS licence.

4. 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

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. (See Appendix 3)

- 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 any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an 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 any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

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•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 secretary of the Committee. (Fire instruction in Appendix 3.)

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.

a) The Hirer shall, ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Vaping is also not permitted The hirer shall ask any person who breaches these provisions 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.

Ideally any electrical appliance brought into the hall by the hirer and is to be used by them should have been PAT tested.

If the Hirer is hiring a bouncy castle or any entertainer that uses electrical equipment, they must ensure it is safe , has been PAT tested and is marked accordingly

10 General Safety

- a) No Smoking or Vaping is allowed in the village hall, it is a public building and smoking and vaping are prohibited
- b) The hirer or organiser of an event should read the fire precautions notice to the users at each new event. These are attached.
- c) Please use the trolleys provided for moving chairs in order to avoid injury.
- d) A First Aid box is available in the kitchen in the cupboard marked with a green cross, above the sink unit. If any item is used please inform a member of the Committee.
- e) Unsupervised children are not allowed in the kitchen. A supervising adult must be present at all times and is responsible for any children in the kitchen.



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- f) Always check that nothing left in front of wall heaters .
- g) No dogs are allowed in the building unless they are Assistance Dogs.
- h) A defibrillator is available on the outside wall.
- l) Ensure there is at least 1 adult for every 8 children in attendance

11. Indemnity.

The Village Hall carries insurance cover for the Hirer's liability for any non-profit organisation using the Hall subject to an excess of £100 and the hirer shall indemnify and keep indemnified each member of the Committee and the Village Hall's employees, volunteers, agents and invitees up to a maximum of £100 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 or injury to persons arising as a result of the use of the premises (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 premises by the Hirer.

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

12 Accidents and Dangerous Occurrences

The Hirer must report all accidents to a member of the Committee or the Duty Officer as soon as possible and complete the relevant section in the Village Hall's accident/incident book (which is kept in the kitchen at the back on the right). The phone number of the duty officer is on the notice board in the foyer

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

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).

13 Explosives and Flammable Substances.

The hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises.
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected.
- c) No decorations are to be put up near light fittings or heaters
- d) Always check that nothing is left in front of the wall heaters.



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14 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.

15. 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.

16. Animals.

The Hirer shall ensure that no animals (including birds) except assistance 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.

17 Compliance with the Children Act 1989, 2004 and any subsequent legislation and Safeguarding Vulnerable Groups Act 2006.

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 DBS 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 Safeguarding Children Policy on request.

18. 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 this 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 elections or by-elections.
- 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,



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- 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.

19. 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 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.

20. 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.

21. 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.

Please take your rubbish home.

When putting away chairs, only 5 chairs per row should go on the trolleys and wall racks.

Leave the kitchen in a tidy condition, dry the surfaces and leave the sinks empty.

22. 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.

Be as quiet as possible, if there is anyone else using the other rooms, especially in the kitchen

23. 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 shall at the



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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. No Rights.

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

25. 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.

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

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- (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 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.

26 Hire Charges.

These are normally reviewed in April of each year.

27 Files.

In the kitchen there will be a folder called **Health and Safety** containing our:

Health and Safety Policy
Fire Evacuation Procedure
Risk Assessments
GDPR Policy
Safeguarding Children Policy
Location of First Aid Box



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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 conditions of the Premises Licence and/or Operating Schedule 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 on duty on the premises to assist people entering and leaving, none of whom 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 1 adult per 8 children. 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 the fire fighting equipment available, how to call the Fire Brigade and 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 80 persons (maximum number allowed)

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

Capacity Guidelines:

The maximum number of people allowed at any event in the Village is 80. The Hirer will have to meet current regulations.



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3. Age.

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 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. **U**



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VILLAGE HALL DOOR LOCKS

You will be issued with an electronic keyfob to open the hall.

- a) Present the keyfob alongside the front door
- b) Disable security alarm by presenting keyfob to reader in foyer and turn on **red** master switch for the lights.
- c) To unlock the meeting room , present the keyfon to the reader on left had side of the meeting room door. This will now show **green**
- d) Present keyfob on left side of the entrance door to allow people to enter. This will now show **green**

At the close of your event, please make sure that the windows and doors are closed:

- a) To lock the meeting room , present the keyfon to the reader This will now show **red**
- b) Present keyfob on left side of the entrance door to allow people to enter. This will now show **red**
- c) Switch off **red** master switch beside the keyfob. - to turn off the lights
- d) Disable security alarm by presenting keyfob to reader in foyer

(Full details of entry and exit are on a separate document.)

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 the Committee member available as listed on the rota on the notice board in the entrance hall in case of a problem.

Users of the Hall are expected to vacate the premises promptly at the end of their hiring period. Only those helping to clear up the Village Hall should be on the premises up to the time agreed by the contract.



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VILLAGE HALL DOOR LOCKS

• Introduction

This note and its appendices are to explain the door locking operation, the instructions with disabled access, security systems and emergency systems, plus instructions for each of the different type of user of the Village Hall

2 Operating Systems

- 2.1 Access Control System provided by XTR (North) Ltd. This utilises a keyfob (supplied to various users) which when presented to a proximity reader unlocks a door, allowing it to be manually opened. Control/records of keyfobs will be via provided software loaded on to out stand alone PC
- 2.2 Motorised opening of front door for disabled users provided be Besan Ltd.
- 2.3 Security alarm system. This will be linked with the front door access.
Re-presenting a keyfob to this reader will enable the lock
- 2.4 Main Hall emergency exit using standard push lever system

3. Doors to be locked

3.1 Front Door

This can be opened from the outside by five means:-

- a) Keyfob for regular user
- b) Manual mechanical key override for a) above e.g. battery failure
- c) Mechanical key operated deadlock, used when no entry is permitted
- d) Disabled push pad
- e) Manual door opening when a) has been overridden from inside the Foyer e.g. when visitors (or say Brownies) will be present

To exit, a conventional lever handle will be used; plus a push pad for disabled

3.2 Meeting Room

This will be opened by the same keyfob, but programmed for fewer users. It will also have a key override
To exit, a conventional lever handle will be used

3.3 Store Room

This will be opened by the same keyfob, also programmed for fewer users.
To exit, a domed egress switch (labelled 'door release) will be used.
There will also be an emergency break glass inside the store room

4 Appendices

These are intended to act as instructions for various categories of entrants

4.1 Keyholder – First In/Last Out

4.2 Keyholder – Normal



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Appendix 4.1

Keyholder – First In/Last Out

1 Main Door

1. For entry, first in will:-

- a) Present keyfob to reader on wall near front door. The door will be powered open and unlocked for 4 seconds
- b) Disable audible Security Alarm by presenting keyfob to reader in Foyer adjacent to alarm panel.
- c) For an event with non keyholders or disabled, presenting the keyfob to a reader in the Foyer will disable the lock, and allow anyone to enter and the disabled push pads to be operable

Re-presenting a keyfob to this reader will enable the lock

1.2 For exit, last out

- a) Enable security alarm by presenting keyfob to 'alarm' reader in Foyer
- b) Switch **red** master switch in Foyer to turn off all lights and power.
- c) Exit using door handle
- d) Check inside building lights are out and that door is locked

• Meeting Room Door

- 2.1 For entry, those authorised will present their keyfob to the reader outside the door, and enter. The door will be unlocked for 4 seconds
- 2.2 For exit, use conventional lever handle

3 Store Room Door

- 3.1 For entry, those authorised will present their keyfob to the reader outside the door and enter. The door will be unlocked for 4 seconds
- 3.2 For exit, press a domed egress switch (labelled door release)
- 3.3 For Emergency exit (e.g. 3.2 not working), use emergency break glass (coloured green)



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Appendix 4.2

Keyholder – Normal

1 Main Door

- 1.1 For entry, present keyfob to reader outside the door and enter. The door will be unlocked for 4 seconds
- 1.2 For exit, use conventional lever handle

2 Meeting Room Door

- 2.1 For entry, those authorised will present their keyfob to the reader outside the door, and enter. The door will be unlocked for 4 seconds
- 2.2 For exit, use conventional lever handle

3 Store Room Door

- 3.1 For entry, those authorised will present their keyfob to the reader outside the door and enter. The door will be unlocked for 4 seconds
- 3.2 For exit, press a domed egress switch (labelled door release)
- 3.3 For Emergency exit (e.g. 3.2 not working), use emergency break glass (coloured green)



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Village Hall Fire Doors

A basic change has been made to the operation of 3 fire doors, namely, double door into the main hall, doors to the kitchen and meeting room. The door closers have been changed and are now hard wired into the fire alarm system which enables the door to close automatically when the fire Alarm sounds.

Operation

To maintain an open door for carrying in items needed for any function, open the door until a click is heard and let it go. It will then stay open. **DO NOT TRY TO PUSH IT FURTHER.**

To close the door press the “Door Closer” button which is mounted on the wall next to the open door. The door will then close automatically. **DO NOT TRY TO PUSH OR FORCE THE DOOR.**

This change negates the need to prop or wedge the door open.

Opening and closing the doors without pushing back until the click is heard will still be as before .

If the door happens to get left open at night they will automatically close at midnight and become operational at 6 am.



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Safety.

Heating.

Please let the booking secretary know if you need the village hall to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the village hall being too cold or hot for subsequent users. The heating is timed to turn off at 11.30 pm. Please warn your guests, band or disco of this.

Telephone.

The Village Hall has no telephone and the nearest one is located at Cuddington village, Norley Road shops so you are advised to bring a fully-charged mobile telephone for use in case of emergency.

Car Parking.

The hall car park will accommodate a good number of cars if they are parked sensibly & inside the lines marked for the parking areas.

Consideration for Others.

- a) 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.
- b) Please do not use drawing pins, sellotape or blu-tack on the walls or any other surfaces of the hall.
- c) Do not fix decorations near light fittings or heaters.
- d) Please leave the village hall clean and tidy and leave waste in the bins or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard..

Faults/ Damage/ Comments.

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly.

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



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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; and
- the hirer should try and 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 users at his event and inform the Fire Brigade of any missing people.

If you discover a fire.

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

GET OUT of the building

STAY OUT of the building..

CALL the Fire Brigade..

Assemble on the car park..

The Village Hall is on the Cuddington Playing Fields, Norley Road, Cuddington, Northwich, Cheshire,
CW8 2LB.

On Hearing the fire alarm

GET OUT of the building.

STAY OUT of the building.

Assemble on the car park.

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.