

## **MARTYR WORTHY VILLAGE HALL**

**Registered Charity No 285072**

### **Terms and Conditions of Hire**

#### **General**

These Terms and Conditions apply to all users of the Hall and form the basis of the contract between the Hirer and the Hall's Management Committee from time to time, unless otherwise agreed in writing. The Hirer shall be aged at least 25 and accepts responsibility for the premises and for ensuring that these Terms and Conditions are complied with at all times during the period of hire.

#### **Special Conditions of Hire during Covid-19**

Additional Special Conditions as attached apply to all users of the Hall for the duration of the Covid-19 pandemic. Please read them carefully and ensure that they are complied with whilst hiring the Hall.

#### **Payment**

Payment of all amounts due in respect of the hire of the Hall shall be made within 7 days of receipt of the Hall's invoice, unless otherwise agreed in writing by the Hall's Bookings Secretary.

#### **Use of Premises**

The premises shall be used only for the purposes specified when booking the Hall. The Hirer shall not sub-hire the Hall or use or permit the Hall to be used for any unlawful purpose or in any unlawful way or in any other way which might endanger the premises or prejudice the Hall's insurance cover. The Hirer shall leave the premises in a clean and tidy condition at the end of the period of hire.

#### **Supervision**

The Hirer shall, during the period of hire, be responsible for the care and supervision of the premises, their fabric and contents, and for the behaviour of all persons present. In particular the Hirer shall ensure that there are sufficient responsible adults (aged 25 or over) present for any event, in particular where those attending or taking part in the event are under the age of 18. The Hirer shall also ensure that the parking of vehicles by users of the Hall does not unduly inconvenience any neighbouring properties and that any noise is kept to a minimum and does not unduly disturb any neighbouring properties.

#### **Licensing**

The Hall has a Premises Licence issued by Winchester City Council which permits plays, films, indoor sporting events, live music, dance and the provision of facilities for making music and dancing between the hours of 9am and 11pm on each day of the week. It does not authorise the sale of alcohol. If alcohol is to be sold either separately or as part of any admission price, separate arrangements must be made in advance when booking the Hall. The Hirer shall be responsible for complying with the terms and conditions of the Premises Licence and for obtaining any additional licences or consents required for any activity during the period of hire.

#### **Health and Safety**

The Hirer shall be responsible for ensuring that the premises are safe for the purposes for which they are to be used and shall adopt a common sense and responsible attitude to health and safety when using the premises. In particular the Hirer shall ensure that the responsible adults (as above) are familiar with the location and operation of the fire extinguishers and for ensuring the orderly evacuation of the Hall in the event of fire or other emergency. The Hirer shall also ensure that, during the period of hire, all fire exits are kept unlocked, the exit signs are not obstructed, the smoke alarm is not switched off or tampered with, all escape routes are

kept clear and can be safely used and there are no obvious fire hazards and that any electrical appliance brought into the Hall by the Hirer or any outside agency has been PAT tested within the last year.

### **Health and hygiene**

The Hirer shall in preparing, serving or selling food in the Hall ensure that all relevant food, health and hygiene regulations are observed. The Hirer shall also ensure that no animals (other than guide dogs) are brought into the Hall and that no animals of any kind enter the kitchen.

### **Safeguarding of Children**

Any Hirer using the Hall for purposes requiring Ofsted or any other statutory registration shall before hire obtain any necessary registration certificate and have a suitable safeguarding policy in place. The Hirer shall be responsible for the supervision and general safety of all persons under the age of 18 while they are on the premises, and shall be present throughout the period of hire. The Hirer shall also ensure that any activities for younger children in or around the Hall comply with all legislative requirements and that any necessary DBS or other checks have been carried out in respect of any people with unsupervised access to the children.

### **Accidents and injuries**

The Hirer shall report any accident involving injury to anyone using the Hall to the Hall's Bookings Secretary as soon as possible and shall complete the Hall's accident book, which is located with the First Aid kit in the kitchen.

### **Insurance and indemnity**

The Hall holds public liability insurance which covers people attending the premises for non-commercial and private purposes and for non-profit making hirers. This does not however cover the use of the Hall by commercial or profit-making hirers who shall ensure that they hold their own adequate public liability insurance and shall indemnify the Hall and its Management Committee and Trustees against any third party or other claims arising from or relating to their use of the Hall. In addition, the Hirer shall be liable for and shall indemnify the Hall and its Management Committee and Trustees against the cost of repair or replacement of any damage to the premises or their contents and against all claims, losses, damages and costs arising in relation to the use of the premises during the period of hire.

### **Cancellation**

If the Hirer cancels the booking for any reason other than one directly related to Covid-19, the Hall shall be entitled **at its discretion** to charge the full amount of any deposit or hiring fee payable, if cancellation is within one month of the booked date, and 50% of any deposit or hiring fee payable, if cancellation is one month or more before the booked date. The Hall Management Committee reserves the right to refuse or to cancel any booking at any time, without being obliged to give a reason, and to close the Hall at any time if required by law or otherwise to do so, and shall not be liable to the Hirer or any third party for any resulting direct or consequential loss or damage, other than to repay up to the amount of any deposit or booking fee already paid.

### **Amendment to these Terms and Conditions**

The Management Committee reserves the right to amend or replace these Terms and Conditions at any time between periods

Martyr Worthy Village Hall Management Committee

Revised January 2022

## **MARTYR WORTHY VILLAGE HALL**

### **Special Conditions of Hire during Covid-19**

1. These Conditions are supplemental to, not a replacement for, the Hall's standard Terms and Conditions of Hire. They may be altered from time to time, as Government guidance changes.
2. The Hirer must comply with all statutory and other legal requirements and Government guidance in relation to the Hirer's proposed activity or event and must carry out his/her own Covid-19 risk assessment before using the Hall.
3. The Hirer will be responsible for ensuring that all those attending the activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the Hall, as shown on the poster displayed in the Hall, in particular using hand sanitiser when entering the Hall and after using tissues. Unless available in the Hall, the Hirer must provide sanitiser for use by his/her group.
4. All those attending an activity or event in the hall must wear a face covering unless an exemption or other government guidance applies. A face covering is not required when people are eating or drinking but they should be seated. All those attending an activity or event must wear a face covering when using confined areas such as the toilets and the kitchen, for the safety of others.
5. The Hirer must clean all door handles, light switches, kettles, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during the period of hire before other members of the group arrive and also when necessary during the period of hire and on leaving, using the cleaning materials supplied or the Hirer's own domestic products. Please take care cleaning electrical equipment, using cloths not spray.
6. The Hirer must make sure that everyone likely to attend the activity or event understands that they must not do so if they or anyone in their household has had Covid-19 symptoms in the last 48 hours, and that if they develop symptoms within **10** days of visiting the Hall they must take a Covid-19 test. To facilitate this, the Hirer is asked to keep a log of individuals attending any event or activity (or at least one member of any group of up to 6 people or 2 households who attend together) , including their name and contact details, for a period of 21 days after the event or activity, unless those individuals have scanned the hall's NHS QR code.
7. The Hirer must keep the Hall well ventilated throughout the period of hire, with windows and doors open so far as convenient or opened at regular intervals to allow in fresh air. The Hirer shall ensure that they are all securely closed on leaving.
8. The Hirer must restrict the maximum number of people using the Hall at any one time to a level that facilitates social distancing. This is especially important in confined areas such as when moving and storing furniture and equipment, accessing the toilets and using the kitchen. Particular care must be taken in respect of persons aged 70 or over or likely to be clinically vulnerable.
9. The Hirer should try to position furniture and the overall arrangement of the room as far as possible to facilitate social distancing, including where appropriate side by side seating and empty chair spaces between each person or household group.
10. Any sport or exercise activity in the Hall should take place in accordance with guidance to deal with Covid-19 risks issued by the relevant governing body for the activity. Those taking part should bring their own mats or other equipment and not share it with others and should ensure that any such equipment stored at the Hall is cleaned before being stored.
11. The Hirer should dispose of all rubbish created during the period of hire, including tissues and cleaning cloths, in the rubbish bags provided before leaving the Hall.

12. The Hirer shall encourage all users to bring their own drinks and food. If drink or food is being served or made on a DIY basis it should if possible be consumed whilst seated.
13. If any crockery or cutlery provided by the Hall is used, the Hirer must ensure that it is washed in hot soapy water, dried and stowed away.
14. The Hirer should encourage users of the Hall not to raise their voices unduly and to refrain from playing music or other broadcasts at a volume which makes normal conversation difficult.
15. If anyone becomes unwell with suspected Covid-19 whilst at the Hall, the Hirer should remove them to a safe area outside the Hall, away from the entrance. The Hirer should also provide tissues, a bin or plastic bag and a bowl of warm soapy water for handwashing. In addition, he/she should ask others in the group to provide contact details, if not already held, and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. The Hirer should then advise the Hall Bookings Secretary of the incident.
16. The Management Committee reserves the right to close the Hall at any time if there are any safety concerns relating to Covid-19, for example if anyone who has attended the Hall develops symptoms so that thorough cleansing of the Hall is required or if any of these Special Conditions has not been complied with or if buildings such as the Hall are required to close. No charge will be made for any period when the Hall is closed.
17. The Management Committee reserves the right to amend or replace these Special Conditions at any time.

Martyr Worthy Village Hall Management Committee

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