

Whimble Victory Hall

Terms and Conditions of Hire

It is the responsibility of the hirer to ensure that the 'Terms and Conditions of Hire' for the Hall are understood and adhered to by all persons using the Hall during the hire period. These 'Conditions' are permanently displayed in the hall.

Indemnity

The Hall Trustees shall not be responsible for any loss or damage to any property arising out of the hiring nor any loss damage or injury which may happen to any person or persons using the Hall during the hiring, from any cause whatsoever, or for any event which may cause the Hall to be temporarily closed, or the hiring interrupted or cancelled.

Hirers are responsible for any loss, damage, theft or injury caused as the result of, or during, their hire, or by the use of any equipment they introduce. No responsibility will be carried by the Trustees.

Booking

All applications for hire must be made through the Booking Secretary by completing a Booking Form.

Any person wishing to hire the premises must be over 18 years of age.

The person who signs the Booking Form is considered the hirer. Where an organisation is named on the Booking Form, that organisation is also considered to be the hirer and shall be jointly and severally liable with the person who signs the form.

The hiring may not be assigned or transferred to any other person, persons or organisation without prior written permission.

The minimum hire period is one hour and half hour periods thereafter.

Provisional bookings will be held for seven days only. If a booking form is not received within seven days of the provisional booking, that booking will be cancelled and the date offered back out for hire.

All cancellations must be made in writing or by email to the Booking Secretary.

The hiring shall be for the period shown on the Booking Form and shall terminate at the time shown. The hiring shall not extend beyond midnight without the express permission of the Trustees and this endorsed on the Booking Form.

Bookings should be planned to include set-up and clean-up time. The total time of hall occupation is chargeable at the full booking rate.

When the Hall is hired for a children's or teenage birthday party, it is a condition of hire that the appropriate parents or guardians must attend the party and will be deemed responsible for ensuring that all 'Conditions of Hire' are met.

The Trustees reserve the right to require full or partial payment in advance.

Charges over and above the hire rate will apply if the hirer fails to properly clean the hall after hire, or if any damage is caused during the period of hire.

If the hirer cancels the booking less than two weeks from the original date of hire, and a replacement booking does not occur, normal hire charges will apply.

The Trustees reserve the right to cancel any booking at any time, in which case the hirer would receive the full amount paid as deposit of hire charge, but the Committee will not be responsible for loss of any estimated income or other expenses sustained by the hirer resulting from such cancellation.

Payment

Invoices are normally sent at the month end following the hire date and the hire fee is payable within four weeks issue of the invoice.

The Committee reserves the right to amend all hire charges and conditions of hire at any time. The hirer will be informed of any amendment at least twenty eight days before that amendment takes effect. Payment in advance does not exempt the hirer from any increase in hiring charges.

Licensing Issues

The premises may be used for public entertainment (e.g Music, plays, films or similar entertainment) between the hours of 8.00am and 11.00pm. Public entertainment at any other time will require a Temporary Event Notice (TEN). The Booking Secretary can advise on what constitutes 'Public Entertainment'.

The hirer shall be responsible for obtaining any TENs or licences needed whether for an extension in licensed hours, the sale or supply of alcohol, or from the Performing Right Society, Phonographic Performance Ltd, or otherwise.

The Victory Hall can have fifteen TENs per calendar year to cover any variation in licensed hours, the sale or supply of alcohol, or for activities not already covered. Permission must be sought from the Trustees prior to the hirer applying to East Devon District Council for a TEN and a copy of the TEN must be given to the Booking Secretary at least 48 hours before the event. The front page of the TEN must be displayed on the notice board in the main hall throughout the period of hire. All conditions relating to the TEN must be met.

The hirer must accept responsibility for being in charge and must be on the premises at all times when the public are present and ensure that all conditions of this agreement relating to management and supervision of the premises are met.

The person making the booking will be deemed to be the 'Responsible Person' unless the Booking Secretary is notified in writing of an alternative.

For events involving more than 100 people a second 'Responsible Person' must be appointed and the Booking Secretary notified in writing.

If alcohol is to be sold or supplied, the hirer must be responsible for ensuring that no alcohol is sold to or consumed by any person under the age of eighteen.

For anything other than a private function, copyright law requires an individual or organisation using any form of recorded music to have the appropriate PPL licence in place (see www.ppluk.com for details)..

The hirer shall comply with all the conditions made in respect of the premises by the Local Authority, Fire Authority, or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

Seating arrangements for any seated event must comply with 'Guidance for setting out seats in the Victory Hall'. A copy is displayed on the notice board in the Main Hall.

The hirer shall ensure that the maximum number of persons present in the Hall at any one time shall not exceed two hundred (200).

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.

No performance shall be given involving danger to the public.

The Booking Secretary or other committee member shall at all times be given full access to any event with power to issue directions to the hirer to comply with any regulations governing the hire.

The hirer must give right of entry to Police Officers, Council Licensing Officers, Environmental Officers and Customs and Excise officers during the period of hire.

Health and safety

Hirers should note that there is no telephone on the premises and should therefore ensure that they have a mobile phone with them in case of emergency. The nearest public telephone is in The Square. In case of fire please vacate the building and dial 999.

A first aid box is situated in the kitchen by the outside door. Please inform the Booking Secretary if items are taken from the first aid box, so they can be replaced.

Details of any accident that occurs on Hall premises must be recorded in the Accident Book which can be found in the kitchen by the back door, The Booking Secretary must also be informed.

All Regular Users are advised that they should carry out their own Risk Assessment and that a copy should be lodged with the Hall Trustees. Whilst the Trustees will advise and encourage, the Trustees cannot be held responsible for a group not carrying out their own Risk Assessment.

For any event that is open to the public, the hirer must appoint a named person to be responsible for fire safety and the name must be given to the Booking Secretary.

The nominated person must check the following items immediately before the event: -

- That all fire doors are unlocked and panic bolts are in good working order to allow for instant free public egress in the event of fire.
- That all escape routes are free of obstruction and can be safely used.
- That the emergency exit lights in the main hall are turned on. The switch for the lights is beside the main doors.
- That they are familiar with all Fire/Emergency exits and evacuation procedures, and will arrange for these procedures to be followed in an emergency.
- That there are no obvious hazards on the premises.

The emergency lighting will activate automatically if the normal power supply fails.

There is a strict no smoking policy in operation throughout the Hall.

When seating is used in the hall; passageways, gangways and doorways must be kept clear and unobstructed.

When food is prepared, served or sold anywhere within the hall, the hirer must observe all the relevant health and hygiene legislation and regulations, including supervision by a person who holds a current 'Basic Food Handling and Hygiene' certificate when appropriate.

When the kitchen oven, grill or hob is in use, hirers are required to unlock the external kitchen door to provide an additional means of escape.

The hirer shall ensure that any electrical appliances brought to the premises and used there shall be safe and in good working order and used in a safe manner.

The hirer shall not make any alterations or additions to the Public Address System or any fixed Stage Lighting without written permission.

No additional lights or extension from the existing electric light fittings shall be used without the previous consent of the Trustees endorsed on the Booking Form.

No flammable materials shall on any account be used for decoration within the premises. Any flammable waste should be placed in metal bins in the outside rubbish storage area or removed from site.

The use of pyrotechnics (fireworks) is prohibited in the Hall.

Disability Access and Audio Impairment

In order to comply with the Disability Discrimination Act, and for the comfort and convenience of users, there is a wheelchair ramp at the front door of the hall and wheelchair access to the Billiard Room is available beside the stage.

A hearing loop system is installed in the Hall - details are available from the Booking Secretary.

Safeguarding Children and Vulnerable Adults

Any hirer who hires the Hall regularly and whose activities involve children or young people will be required to operate a recognised Child Protection Policy based on the Home Office Code of Practice 'Safe from Harm'.

All school, club or organisation hirings relating to the activities of children should be supervised in accordance with good teaching practice and teacher/coach pupil ratios must not exceed the stipulated ratios detailed by the Department for Education and Employment or by the National Coaching Foundation where applicable.

Similarly, hirers must ensure that any activities that include the attendance or participation of vulnerable adults must be supervised and conducted in accordance with the provisions of the Safeguarding Vulnerable Groups Act (SVGA) 2006

Damage

The hirer is responsible for all damage to the Hall, its fixtures and fittings, car park or adjacent premises occurring during the period of hire, whether caused by themselves, their guests or by contractors in their employ such as caterers.

No item shall be brought into the hall that is likely to cause damage. No nails, tacks, or anything whatsoever shall be driven into the fabric of the walls or the floors.

The use of adhesive tape, blutack and the like damages paintwork and is therefore not permitted anywhere in the hall. Nothing may be attached to the walls by any such means. This will be regularly monitored and, should any damage occur, the user responsible will be charged for any repairs.

Where equipment is faulty or any breakage or damage occurs, it must be reported to the Booking Secretary.

It would be appreciated if faults, such as failed light bulbs, could also be reported or recorded in the 'Defects Book' kept in the kitchen.

Housekeeping

The Hall, kitchen and toilets must be left clean and tidy and the entrance lobby swept. If the kitchen is used, it is the responsibility of hirers to see that the floor is swept and washed after use and all worktop surfaces wiped clean.

The Hall floor must be swept and, where necessary, washed. Floor cleaning equipment is provided in the kitchen.

The tables should be wiped clean. All rubbish is to be placed in plastic bags (provided in kitchen) and either removed by the hirer for recycling or deposited inside the waste shelter in the car park.

Hirers must ensure that all windows and doors are securely shut and that all lights are turned off before leaving.

The kitchen should be checked to ensure that taps, electrical equipment and the cooker are all turned off. The Fridge or freezer should be left switched on.

There is a cigarette bin outside the front door for use by smokers. Hirers are asked to check for, and pick up, any cigarette ends discarded outside the main entrance doors during a function.

No money is to be left in the building when it is unattended.

No items whatsoever are to be left in the building unless agreed in advance by the Trustees.

Good Order

The hirer will, during the period of the hiring, be responsible for the supervision of the premises, the fabric and contents, their care, safety from damage 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.

The hirer is responsible for keeping good order prior to, during and after any entertainment or meeting in the hall. At all dances and social events, the names of stewards must be notified to the Booking Secretary on the booking form.

As the Hall is in a residential area, music and noise must be kept down to a reasonable level so it does not disturb local residents. Keeping the hall's double glazed windows and doors shut helps to keep the external noise level down.

All amplified music will cease at 22.45hrs unless prior agreement is made with the Trustees.

Cars are parked at the owner's risk and the hirer is responsible for ensuring that the Hall and car park is totally vacated quietly and in an orderly manner, by the end of the hire period.