

Holymoorside & Walton Parish Council Conditions of Hire of the Village Hall

A Holymoorside & Walton Parish Council Amenity

PLEASE ENSURE THAT YOU READ ALL THIS INFORMATION CAREFULLY

- ◆ **The village hall has a No Smoking Policy.**
- ◆ **The hall has a licence with the Performing Rights Society for the performance of copyright music**

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the administration assistant or the clerk should immediately be consulted.

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. As directed by the clerk, 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. **The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence, in accordance with which the hiring must be undertaken and agrees to comply with all obligations.**

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Booking confirmation 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. **THE DRINKING OF ALCOHOL AND PLAYING OF MUSIC IS STRICTLY PROHIBITED OUTSIDE THE HALL AND ON THE RECREATION GROUND**

3. 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.

4. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made concerning the premises by the Fire Authority, Local Authority, 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.

The Hirer acknowledges that they have received instruction in the action to be taken in the event of a fire, location and use of fire equipment, fire doors and escape routes. Refer to page 5 for full fire safety information

On no account must users of the hall open or close the partitions in the main hall. Only persons instructed in the operational use of the partitions are allowed to carry out this function.

5. 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.

6. Insurance

The Hirer shall take out adequate insurance to cover the Hirer and members of their organisation and invitees against the Hirer's liability. The Village Hall is insured against any claims arising out of its **own** negligence.

7. Accidents, Dangerous Occurrences and Dangerous and Unsuitable Performances

The Hirer must report all accidents involving injury to the public to a member of the Village Hall staff **as soon as possible** and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall 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. The clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

8. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours adjacent to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served 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 illegal drugs may be brought onto the premises. It is not anticipated that use of the Village Hall will cause any crime and disorder. However, all staff are aware of the need to call the Police in the event of crime or disorder occurring. Any incidents, which cause concern to bar staff, Designated Premises Supervisor or caretakers will be reported to the Police as soon as possible.

9. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

10. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989. Only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children. The hirer is responsible for having sight of the satisfactory CRB disclosure (checks may also apply where children are over eight and vulnerable adults are taking part in activities). The Hirer shall provide the parish council with a copy of their Child Protection Policy on request. Children will not be excluded from private parties but they should be supervised by a responsible adult at all times. **Film Shows;** Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

THE BOOKING CONDITIONS EXCLUDE ANY TYPE OF ADULT ENTERTAINMENT

11. 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 parish council 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.

12. 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.

13. Cancellation

All provisional bookings made will have to return their signed agreement and full payment within 7 days or the hall will be re-let. This applies to all bookings. In the event of a cancellation, booking payments are non-transferable. The question of the repayment of

the fee shall be at the discretion of the Village Hall. The Village Hall 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 election or by-election
- (b) the Village Hall reasonably considering that (i) such hiring will 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) 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 Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

14. 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 Village Hall shall be at liberty to make an additional charge of £25 if the hall requires additional cleaning.**

Please use the trolleys provided for moving chairs and tables in order to avoid injury.

Please stack chairs no more than 10 high and not near the millennium map.

Please leave the village hall clean and tidy and leave waste in the bins outside or take it home.

In particular we ask you to ensure table-tops are wiped clean before being stacked in the cupboard.

In the event of your booking ending earlier than expected, please call the mobile number on the door. This will then ensure that the village hall is not left unattended.

No time will be allowed for clearing away or setting up the premises. At the Council's discretion, a minimum charge of 30 minutes will be charged if the time is exceeded.

15. 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. **In order to ensure that the local neighbourhood is not disturbed by noise, the volume and control of any noise shall be such that it is not audible at the boundary of the nearest noise sensitive premises.**

During any public entertainment, the applicant shall ensure that all external doors and windows are kept closed (other than for access and egress)

16. Stored Equipment

The Village Hall 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 Village Hall may, in its discretion in any of the following circumstances, namely-

- (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.

17. 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 clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall 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 hall or, if any damage caused to the premises by such removal.

18. No Rights

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

19. Capacity and Supervision

- (a) There shall, in addition to the Hirer, be a minimum of 3 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 6. 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 people on the premises shall not exceed 200 for dancing or seated. This number includes all performers, helpers and bar staff.
- (c) For seated audiences if there are more than 50 seats not less than 4 should be fixed together in rows.

20. Use of Equipment

- A hearing loop is provided. Any intended use of this equipment must be notified at the time of hiring. No charge is made.
- Crockery is provided.
- The overhead projection screen is to be treated with care.
- The piano must not be removed from the stage without written consent from the clerk.

21. Lost Property

Articles found on the premises will be retained for up to one month only. If ownership cannot be identified and they are not claimed they will be disposed of as the Council deem appropriate.

22. Car Parking

The car park leads directly on to a public road and this must not be obstructed. The village hall car park will accommodate a good number of cars if they are parked sensibly. Cars must not be parked on the marked path adjacent to the play area as this causes obstruction for pedestrians.

23. Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

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

THE PARISH COUNCIL HOPES THAT YOUR EVENT IS MOST
ENJOYABLE

Fire Safety Information

Type of extinguisher		Location	Uses
Type B	Co2	Downstairs office	Flammable Liquids
Type A	Water	Downstairs corridor	Paper, wood, textiles, fabrics
Type A	Water	Lounge	Paper, wood, textiles, fabrics
Type A, B, C	Powder	Kitchen	Paper, wood, textile, fabric, flammable liquid, flammable gasses, electrical hazards
Type B	Co2	Kitchen corridor	Flammable Liquids
Type A	Water	Main hall near map	Paper, wood, textiles, fabrics
Type A	Water	Main entrance foyer	Paper, wood, textiles, fabrics
Type B	Co2	Stage area	Flammable Liquids

THERE ARE THREE FIRE BELLS, WHICH ARE LOCATED IN THE MAIN HALL NEAR THE DOOR, THE LOUNGE NEAR THE BAR AREA AND IN THE CORRIDOR OUTSIDE THE KITCHEN

IN THE EVENT OF A FIRE

In the event of fire the person in charge of the hall or function will instruct all persons to leave the building, using the nearest available exits. The person in charge is to ensure that special attention is given to the needs of disabled people. Call the Fire Brigade. The nearest available telephone is outside the Recreation Ground. Dial 999 and give this address:

HOLYMOORSIDE VILLAGE HALL, HOLYMOORSIDE

Persons in charge and helpers should ensure that once the hall has been evacuated, **ALL PERSONS EVACUATED DO NOT, UNDER ANY CIRCUMSTANCES, RE-ENTER THE BUILDING** to collect personal possessions etc.

On the arrival of the Fire Brigade, the person in charge of the Hall should report to the officer in charge that all persons are safe, or should inform him/her of their last known position.

Persons in charge and helpers should only attempt to extinguish the outbreak using the fire appliances provided if it is considered safe to do so.

ESCAPE ROUTES

All passageways and escape routes need to be kept clear and free from obstruction at **ALL** times. All final exit doors should be kept un-locked and are fitted with PUSH BARS and are clearly marked. The internal doors are fitted with self-closing devices and are maintained to a suitable standard to ensure that they close properly on to their rebates. There is a disabled ramp located outside the kitchen door.

EMERGENCY LIGHTING

The emergency lighting will automatically be activated in the event of power failure.

END OF SESSION CHECK LIST

- Check that heaters and cookers are turned off.
- Check that all electrical appliances are turned off and unplugged.
- Turn out all lights not required for security purposes.
- Close all internal doors and secure all outside doors and windows.

Premises Licence Part A

Licensing Act 2003

Premises Licence Number

NED/LN00001048

PART 1 - PREMISES DETAILS

Postal address of premises or, if none, ordinance survey map reference or description

The Village Hall, Holymoore Road, Holymoorside

Post Town	Chesterfield	Post Code	S42 7DX
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Telephone Number	01246 569882
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Where the licence is time limited the dates

N/A

Licensable activities authorised by the licence

Sale by Retail of Alcohol for Consumption On the Premises
Provision of Regulated Entertainment - Plays, Films, Indoor Sporting Events, Live Music, Recorded Music, Performance of Dance
Provision of Facilities for Making Music and Dancing

The times the licence authorises the carrying out of licensable activities

Supply of Alcohol	Monday to Saturday	12 noon to 11.00 pm
	Sunday	12 noon to 9.00 pm
Regulated Entertainment	Monday to Saturday	9.00 am to 11.30 pm
And Provisions of Facilities For Making Music and Dancing	Sunday	9.00 am to 9.30 pm

The opening hours of the premises

Monday to Saturday	8.45 am to 11.45 pm
Sunday	8.45 am to 10.00 pm

New Year's Eve Hall to be Locked up 12.30 am the Following Day

Where the licence authorises supplies of alcohol whether these are on and/or off supplies

On Supplies

PART 2

Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence;

Holymoorside and Walton Parish Council

Registered number of holder, for example company number, charity number (where applicable)

N/A

Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol

Kathryn Jane Brailsford, 15 Deerlands Road, Wingerworth, Chesterfield, S42 6UL

Telephone: 01246 271495

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

LN1047 - North East Derbyshire District Council

MANDATORY CONDITIONS

Mandatory Conditions where Licence Authorises the Supply of Alcohol

- (1) No Supply of alcohol may be made under the Premises Licence -
 - (a) at a time when there is no Designated Premises Supervisor in respect of the Premises Licence, or
 - (b) at a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended.
- (2) Every supply of alcohol under the Premises Licence must be made or authorised by a person who holds a Personal Licence.

Mandatory Condition: Exhibition of Films

Persons under 18 will only be admitted to films in accordance with the recommendation of the film classification body, or where there is no recommendation, the recommendation of the Licensing Authority.