

These conditions are aimed at ensuring that you and your guests enjoy safe and happy use of Britannia Village Hall and that our neighbours and facilities are treated with respect.

For the purposes of these conditions, the term "HIRER" shall mean the individual or individuals who hire(s) space at the village hall and, where such space is hired by an organisation, the authorised representative of that organisation as identified on the application form. Britannia Village Hall is owned by and managed on behalf of West Silvertown Village Community Foundation, or 'the Foundation'

IF THE HIRER IS IN ANY DOUBT AS TO THE MEANING OF ANY OF THE FOLLOWING CONDITIONS, THE CENTRE MANAGER SHOULD BE CONSULTED IMMEDIATELY.

1. Use of Premises

The HIRER is not to use the premises for any purpose other than that described in the Hiring Agreement and must not sub-hire them to any other person or organisation. The HIRER is not to use them or allow them to be used in any unlawful way nor do anything or bring anything onto the premises which may present a hazard either to the premises or to any person at the village hall including its car park and the adjoining play area.

2. To Comply with Insurance Cover

The HIRER is to ensure, in accordance with instructions or advice from the centre manager that nothing is done on or brought into the premises which might render invalid any insurance cover maintained by the Foundation.

3. Capacity

The maximum number of persons allowed to be admitted to the premises is not to exceed the following and it is the HIRER'S responsibility to ensure compliance with this:-

Main Hall	200
Yellow Room	40
Blue Room	32
The Hub	56

4. Supervision

The HIRER will, during the period of the hiring, **be responsible for the supervision of those attending the premises, for the fabric and contents of the premises**, their care, safety from damage or mistreatment of any sort and for the behaviour of persons using the premises. **The HIRER must not permit drunkenness or other disorderly conduct on the premises or anywhere within the village hall, its car park or the adjoining play area.**

Staff on duty are there to ensure the safety of the building and equipment and that those attending activities or events may do so in a safe, secure and generally pleasant environment. They are there to assist in any way appropriate and **any harassment or abuse of staff will not be tolerated.** Appropriate action will be taken against the perpetrator of any such conduct.

5. Smoking, Alcohol and Licences

Smoking is not permitted anywhere within the village hall and no alcoholic drinks are to be sold or dispensed without a proper licence. The Foundation does not have a premises licence for entertainment and the supply or sale of alcohol.

6. Public Safety Compliance

The HIRER must ensure that all conditions and regulations made in respect of the premises by local and other competent authorities are complied with, particularly with any event which includes public dancing, music or other similar public entertainment or stage plays.

7. Emergency Procedures

The HIRER acknowledges that he/she is competent in the following matters or that he/she will before the hiring commences seek instruction from the hall manager:-

- (i) The normal safety precautions to be observed;
- (ii) Action to be taken in the event of fire;
- (iii) Location and use of fire equipment;
- (iv) Operation of emergency door fastenings;
- (v) Escape routes and the need to keep them clear;
- (vi) Procedures for evacuating the premises;

Additionally, the HIRER must immediately in advance of the start of the event to which the hiring relates check the following matters:-

- (a) That all emergency exits are in working order and free from obstruction so that they can be safely used;
- (b) That there are no obvious fire hazards on the premises;
- (c) That there is a functioning telephone, including a mobile, which will be available for his/her use throughout the period of the hiring

In the event of fire, however apparently slight, the HIRER is to call the Fire Service.

8. Assistants

Subject to the greater requirements of the Foundation's Child Protection Policy (as to which see section 12 below) the following number of competent assistants/stewards (not being under 18 years of age) must be available to assist the HIRER throughout the event to which the hiring relates:-

000 - 100 persons attending	1
101 - 200 persons attending	2
Over 200 persons attending	3

The HIRER must before the admission of persons attending the event instruct all assistants/stewards in the duties required of them in the event of a fire, other emergency or panic.

9. Electrical Appliance Safety

The HIRER must ensure that any electrical appliances brought onto the premises for the purpose of the hiring are safe and in good working order and will be used in a safe manner.

10. Food Safety

The HIRER, if preparing, selling or serving food must observe all relevant food health and hygiene legislation and regulations.

11. Gaming, Betting and Lotteries

The HIRER must ensure that nothing is done on the premises in contravention of the law concerning gaming, betting and lotteries.

12. Children

The HIRER must ensure that any activities for children comply with the law and the Child Protection Policy of the Foundation and that an adequate number of fit and proper adults are in attendance to guard against overcrowding and take other safety precautions and that, where required, the appropriate CRB checks have been made. The Foundation's Child Protection Policy requires that there will always be more than one responsible adult with any child or children attending hall activities and the following ratios of adults to children are to be observed:-

<u>Ages</u>	<u>Ratio of Adults to Children</u>
0 – 24 months	1 adult to every 3 children
2 and 3 years	1 adult to every 4 children
4 to 7 years	1 adult to every 8 children
8 to 11 years	1 adult to every 10 children
Over 11 years	1 adult to every 15 children

In accordance with the Foundation's Health and Safety Policy, children will not be allowed into the kitchen, to use the lift, nor will they be allowed in the course of any organised activity to have access to the car park unsupervised.

In the event of it being necessary to evacuate the building in an emergency Hirers must see that all children are supervised and accompanied by an adult, particularly when crossing Evelyn Road to the assembly point in Westwood Road. Hirers' attention is also drawn to those features in the building which, while necessary for hall activities, may offer possible hazards to children which, in addition to the kitchen and car park, also include the stage edge, tables, storage cupboards and the stairway.

Persons under the age of 16 years are not to be permitted to operate electrical equipment, whether belonging to the Foundation or brought onto the premises by the Hirer, and persons aged 16 but under 18 are not to be permitted to do so unless under the supervision of a responsible adult.

13. Furniture

The agreed number of chairs and tables will be made available in the room(s) being hired. The HIRER is responsible for placing them in the desired position, ensuring fire exits remain clear, and returning all furniture to the same place at the end of the hiring. Chairs must be stacked away and tables wiped clean.

14. Noise

The HIRER must exercise effective control over the volume of sound produced or generated, particularly late in the evening, so that no nuisance is caused to those living nearby. No sounds from the premises must be audible beyond four metres (12 feet) from the outside of the village hall between the hours of 10pm and 7.30am and the HIRER is required to take special care that persons leaving after the event to which the hiring relates comes to an end do so with due consideration for others.

Out of consideration for local residents, the village hall MUST be vacated by no later than 11pm. Anti-social behaviour within or around the village hall may result in the loss of your deposit.

15. Cancellation

The Foundation reserves the right to cancel the hiring in the event of the village hall being required for use as a polling station or its use for the intended purpose of the hiring being proscribed by any competent authority or in some other way being rendered unfit for the purpose for which it has been hired in which event the hiring fee shall be returned to the HIRER but the Foundation shall not be liable to make any further payment to the HIRER by way of compensation for any resultant loss or damage he/she or his/her organisation might suffer or incur.

If the HIRER cancels a booking, the following shall apply:-

(a) if cancelled before the full hiring fee becomes due, the hire deposit shall be forfeited and retained by the Foundation but any balance of the hire fee paid over and above the 20% deposit, together with any damage deposit paid, will be refunded;

(b) if cancelled later than two weeks prior to the date booked (when the full hire fee is payable) 50% of the hire fee shall be forfeited to and retained by the Foundation although any damage deposit held in addition will be refunded in full.

16. Indemnity

The HIRER and, as the case may be, the organisation on whose behalf the hiring is made, shall indemnify the Foundation from and against any claims made against the Foundation in relation to the hiring and in respect of the cost of repair of any damage done to, or to the contents of, any part of the village hall, the car park or the play area as a result of the hiring or the conduct of those attending.

17. Action at End of Hiring

The HIRER is required to ensure that the hiring concludes and the building is vacated **at the time specified in the contract** of hire as the end of the hire period. In the event that the event overruns, the Foundation, at its discretion, may forfeit any damage deposit paid and/or make an additional hire charge.

The HIRER is, at the end of the hiring, **responsible for leaving the village hall and the car park in a clean and tidy condition** and for the **removal of all rubbish generated during the hiring**. **The HIRER is responsible for ensuring that guests leave quietly with due consideration for local residents.** Failure to observe these conditions may result in forfeiture of any damage deposit paid and/or imposition of an additional charge to cover any expense incurred by the Foundation in making good this default. The HIRER is also responsible for ensuring that all arrangements made with the centre manager in regard to the turning off of any electrical equipment used, including lighting, and for the security of the building once vacated are complied with.

18. Health and Safety, Equal Opportunities and Child Protection Policies

The HIRER and all those attending any event for the purpose of which the hiring is made must comply with the Foundation's Health and Safety, Equal Opportunities and Child Protection Policies. These are available for inspection at any reasonable time at the centre manager's office and the HIRER must familiarise him/herself with their provisions before the hiring commences and ensure that no breaches occur.

19. Breach of Hire Conditions

Breach of any of the foregoing conditions may result in the hiring being brought to a summary conclusion and forfeit of the fees paid.

20. Refusal of Application to Hire

The Foundation reserves the right to refuse any application to hire the village hall and, at its discretion, may decline to give the reason for its decision. In particular, the Foundation may refuse an application:-

(i) for a further hiring from a HIRER, or the organisation on whose behalf he/she effected such previous hiring, in circumstances where, in the course of that hiring, material breaches of these conditions occurred which were not resolved to the satisfaction of the centre manager;

(ii) where it is considered that the proposed use is likely to be inconsistent with the aims and objectives of the Foundation, bring the village hall into disrepute or result in nuisance to adjoining residents by reason of noise or other factor.

21. Unavoidable circumstances

In the event that, due to circumstances beyond the reasonable control of the Foundation, the hiring is unable to proceed, the Foundation shall reimburse the HIRER all sums received from the HIRER in respect of the hiring concerned but the Foundation shall not be liable to make any further payment to the HIRER by way of compensation for any resultant loss or damage he/she or his/her organisation might suffer or incur.

22. Series Hirings

Where the Hirer books a series of dates, these conditions shall apply in relation to each date in the series as if it had been a sole booking.

23. Damage to the facilities

a) The hirer will be responsible for any loss or damage to the facilities including furniture and equipment used during the hiring. For social events a £250.00 deposit payable in cash is required. The refundable damage deposit will be available for collection from the Village Hall office 3 working days following the date of hire. Part or all of the deposit will be retained if any damage is incurred to the Village Hall's structure or equipment (including blocked sinks or drains), if the hirer exceeds the booking time, if additional caretaking/cleaning is required, if rubbish is not disposed of in the correct manner or if the hirer deviates from the agreement of conditions of hire, extra charges may be incurred. If the loss or damage to the Hall exceeds the £250.00 damage deposit the Foundation reserve the right to invoice the hirer for the full amount which must be paid within 7 days.

b) The hirer must compensate the Village Hall for any loss sustained as a result of its inability to use or hire the facilities during the time necessary to repair such damage.

24 Accidents, Safety and Loss

The Centre Manager or a duty manager will normally be on hand to deal with accidents or emergencies. The Centre keeps an accident book. Any accident to staff or visitor must be reported to the Centre Manager, including 'near misses'.

The Centre will not be responsible in any respect to damage of loss (including theft) of any property, goods or possessions bought, deposited or left on the premises.

25 What to do if you would like to comment on the service we have provided

Any comments or complaints which a hirer might wish to make after an event or activity should be made to the duty manager at the time of the event and / or also in writing to the Centre within 3 working days and will be dealt with in accordance with our comments and complaints policy.

We look forward to working together with you to ensure that you and your guests enjoy safe and happy use of Britannia Village Hall, that our neighbours, staff and facilities are treated with respect, and we hope that you will recommend our facilities to your friends and colleagues.

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