

## Upper Rissington Village Hall



# Terms of Hire

THE STANDARD TERMS OF HIRE HAVE BEEN AMENDED TO INCORPORATE ADDITIONAL REQUIREMENTS FOR THE DURATION OF THE COVID-19 SITUATION. THEY WILL BE SUBJECT TO CHANGE DEPENDANT ON GOVERNMENT REGULATION AND GUIDANCE.

The Additional Terms of Hire have been modified to reflect government regulation concerning the “**rule of six**” which becomes a legal requirement on Monday 14 September 2020. ***From that date it is the responsibility of the Hirer to ensure that those attending their event are organised in groups of not more than six (6) and those groups shall be socially distanced 2 meters apart.***

This requirement is incorporated into the Additional Terms of Hire as paragraph 12. All other Additional Terms of Hire remain unchanged.

## COVID-19 Additional Terms of Hire

### INTRODUCTION

- 1 These Additional Terms and Conditions are put in place to allow the Committee to operate the Village Hall under the current COVID-19 Rules, Regulations and Guidance.
- 2 These T&Cs are additional to, and do not replace, the current Terms and Conditions.
- 3 The Hirer<sup>1</sup> agrees to be bound by, and comply with, the Additional Terms of Hire and shall be solely responsible for compliance.
- 4 The Committee reserves the right to refuse or cancel any booking should the Hirer, in the opinion of the Committee, fail to comply with the Additional Terms of Hire or government Guidance which material to this agreement.
- 5 To simplify the operation of the hall only the main hall and disabled toilets will be open. The Community Room, kitchen, ladies and gents toilets and the storerooms will be kept locked. The entrance and foyer will be designated for transit only, waiting will only be allowed in the car park.

### ADDITIONAL TERMS AND CONDITIONS

- 6 The Hirer shall be responsible for ensuring those attending the activity or event<sup>2</sup> comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the attached poster which is also displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall and after using tissues.

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<sup>1</sup> The person or entity hiring the Hall, or any part of the Hall, for a stated period and time and whose name appears on the booking

<sup>2</sup> Maybe referred to as “user”

- 7 The Hirer undertakes to comply with the actions identified in the risk assessment which has been completed by you, using the specialist knowledge of your activity.
- 8 The hall will be cleaned by the Committee once per day after the last client leaves. The Hirer will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire before other users arrive and to keep the premises clean through the period of your hire using your own ordinary domestic products. You will be required to clean again on leaving. You will be allowed 15 minutes free time for this at the beginning and end of every booking.
- 9 The Hirer will make sure that every user likely to attend understands that they **MUST NOT DO SO** if they, or anyone in their household, has had COVID-19 symptoms in the last 7 days, and that if they develop symptoms within 7 days of visiting the premises they **SHALL** use the Test and Trace system to alert others with whom they have been in contact. In addition the Hirer undertakes to advise the Committee immediately they are aware of any user with COVID-19 symptoms by calling **01451 821820, 07508 274279** or email [secretary@urvh.org](mailto:secretary@urvh.org)
- 10 The Hirer will keep the premises well ventilated throughout the hire, with windows and doors open as far as convenient. You are responsible for ensuring they are all securely closed on leaving.
- 11 The Hirer shall ensure that **no more than 20 persons** attend the activity. **Each person shall be 16 years or over.** You will ensure that users maintain 2m social distancing while waiting to enter the premises, observes the one-way system within the premises, and as far as possible observes social distancing of 2meters when using the main hall and toilet.
- 12 it is the responsibility of the Hirer to ensure that those attending their event are **organised in groups of not more than six (6)** and those groups shall be socially distanced 2 meters apart.
- 13 The Hirer agrees to take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19.
- 14 The Hirer will only use the chairs and tables provided and arrange them as far as possible to facilitate social distancing of 2meters between individual users or groups of up to two households.
- 15 The Hirer agrees to keep a record of the name and contact telephone number of all users for a period of 3 weeks after the event and provide the record to NHS Test and Trace if required.
- 16 The Hirer will be responsible for the disposal and removal of all rubbish created during the hire, including tissues and cleaning cloths, in the rubbish bags provided in the foyer, before leaving the hall.
- 17 The Hirer will, if appropriate, encourage users to bring their own drinks as the kitchen is locked.
- 18 The Hirer will advise the Committee immediately using the contacts in 9 above, if there are safety concerns relating to COVID-19 or if the Additional T&Cs are not being complied with by your users or, in your opinion, by other hirers. If considered appropriate you may clear and lock the hall.

- 19 Where it has been agreed with the Committee that a Hirer, and the users, may bring and use their own equipment, it should not be shared with other users. Where it has been agreed that a Hirer may use equipment stored at the hall, that Hirer will be given access to the storeroom. The Hirer will ensure that the equipment is cleaned before and after use.

## **HELP KEEP THIS HALL COVID-19 SECURE**

- 1. You must not enter if you or anyone in your household has COVID-19 symptoms.**
- 2. If you develop COVID-19 symptoms within 7 days** of visiting these premises you must immediately alert the organiser of your event and the NHS Track and Trace system.
- 3. Maintain 2 metres social distancing and wear a mask where appropriate. Be in a group of no more than six (6) people.** Observe the one-way system marked and the markings on the floor of the Main Hall.
- 4. Use the hand sanitiser provided** on entering the premises. Clean your hands often. Soap and paper towels are provided.
- 5. Avoid touching your face, nose, or eyes.** Clean your hands if you do.
- 6. “Catch it, Bin it, Kill it”.** Tissues shall be disposed of into one of the rubbish bins provided. Then wash your hands.
- 7. Check the organisers of your event have cleaned door handles, tables, other equipment before you arrived.** Keep them clean. We will not be cleaning all surfaces at the hall between each hire.
- 8. Do not loiter in the Entrance or Foyer.** If you are waiting to enter or to pick up somebody wait outside in the car park.
- 9. Your organiser will keep the hall well ventilated.** Doors and windows will be left open during the session and closed on leaving.
- 10. Wash your clothes when you get home** to reduce risk of transmission.

**We will provide sanitising equipment for you to use**  
**We will clean the hall every night after the last client has left**  
**Your organiser will sanitise the surfaces you touch before you arrive**  
**You must ensure that you are in a group of no more than six people**  
**You must observe the 2M distancing rule and wear a mask if appropriate**



## **Standard Terms of Hire**

### **GENERAL CONDITIONS**

- 20 The Hirer is the person or entity hiring Upper Rissington Village Hall, or any part of the Hall, for a stated period of time and thereby entering into a contract with Upper Rissington Village Hall Trust.
- 21 The Hirer<sup>3</sup> agrees to be bound by, and comply with, the Terms of Hire.
- 22 The Hirer shall be responsible to comply with all applicable Rules, Regulations and Guidance during the time of hire and shall be solely responsible for compliance.
- 23 The Committee reserves the right to refuse or cancel any booking should the Hirer, in the opinion of the Committee, fail to disclose the true purpose of the hiring or make any representation as to the hiring which is false or fail to disclose any fact which in the opinion of the Committee is material to this agreement.
- 24 The Hirer shall not permit smoking anywhere inside the Village Hall.
- 25 The Hirer is solely responsible for any damage caused to the Hall or its environs.

### **BOOKINGS and FEES**

- 26 The Committee shall always give priority to bookings in the following order:
- A. Registered Charity or “not for profit” Upper Rissington Organisation benefitting the Village (e.g. social or sports committee)
  - B. Resident of Upper Rissington for social and “not for profit” use (e.g. birthday party)
  - C. All others (e.g. resident of Upper Rissington running a dance class for profit)

Any dispute over priorities will be resolved by the Committee, whose decision is final.

- 27 All bookings should be made through the HallMaster booking system accessed through [www.urvh.org](http://www.urvh.org) or via e-mail.
- 28 Hirers should be aware that the Committee recognises the requirements of the General Data Protection Regulations (GDPR) which governs the use of information about people known as Personal Data. As such the Upper Rissington Village Hall collects and uses Personal Data for the purposes of managing the Hall, its bookings and finances, running and marketing events at the Hall. This data shall only be used in connection with the purpose for which it was collected and will be retained as required by the Trustees. If you would like to find out more

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<sup>3</sup> The person or entity hiring the Hall, or any part of the Hall, for a stated period and time and whose name appears on the booking

about how we use your Personal Data or want to see a copy of information about what we hold, please contact the URVH Secretary.

- 29 Hire fees shall be set by the Committee and may be reviewed at any time. Those published on the website are current at the time.
- 30 The following “units” may be hired singularly or combined in any combination
- |        |                                     |
|--------|-------------------------------------|
| Unit 1 | Community Room                      |
| Unit 2 | Main Hall                           |
| Unit 3 | Changing Rooms and Showers          |
| Unit 4 | Kitchen (if exclusive use required) |
- The Lobby, Foyer and toilets are considered common usage. The Office is strictly private.
- 31 Certain bookings are considered to be “*high risk*”. These are events after 1800 hours which are not sponsored by UR Committees or are regular group bookings. They shall attract an additional fee of £30 and shall be levied on a case by case basis to ensure that URVH is fit for the next user and that the premises are secured for the night.
- 32 Hire Fees, and Deposits if applicable, should be paid through BACS or by exception a cheque. All cheques will be banked on receipt. Deposits, if applicable, will be returned in full to the Hirer by the Treasurer within seven days after the event has been held subject to all Terms of Hire being complied with. If the Terms of Hire are not complied with, a portion of the deposit will be retained at the discretion of the Committee.
- 33 Bookings may be made up to 6 months in advance of the date of hire. Payment is due not less than four weeks in advance of the date of the hire. Payment for bookings made less than four weeks in advance shall be paid at the time of booking. Where bookings are made and payment is not received in line with these requirements, the booking will be cancelled.
- 34 The booking rate in force at the time of making the booking is secured.

## **CANCELLATION**

- 35 If the Hirer cancels the booking within four weeks of the event, 50% any monies paid shall be forfeit. If the Hirer cancels the booking within two weeks of the event, 100% of any monies paid shall be forfeit.

## **LICENCES**

- 36 The Hirer shall be solely responsible for obtaining from the appropriate authorities all necessary consents for the display of advertisements both at the Village Hall and elsewhere and shall indemnify The Committee in respect of any claims, costs, fines and other liabilities arising from any breach of legal regulations.
- 37 The Hirer shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority, and the Local Magistrates Court, or otherwise.

- 38 The Hirer shall be aware that the Hall operates under a Premises License. This stipulates the licensable activities and times that these activities may be carried out. Compliance with the requirement of this License is mandatory. This Licensee is displayed in the Hall. The License does not provide for the sale of alcohol.
- 39 The Hall does not have a Licence to sell alcohol. The Hirer shall advise the Committee at the time of booking if they intend to sell alcohol and shall be solely responsible for obtaining a Temporary Event Notice (TEN) from CDC. The Committee will not unreasonably withhold permission for the sale of alcohol but the Hirer should be aware that only a limited number of TENs are available annually<sup>4</sup>.
- 40 The Hirer should be aware that the Hall has a joint PRS/PPL License and there is no requirement for Hirer to obtain one.
- 41 Regulation and Guidance requires the operator of each separate food business using the Hall to register as a Food Business provided certain criteria are met. These criteria are that the Food Business shall be considered to be a continuous and organised undertaking. It is the responsibility of the Hirer providing food to determine whether or not they are exempt from the Regulations. The Committee is not responsible for any food prepared and served by Hirers, or their contractors, in the Hall.

## LIABILITIES

- 42 The Hirer shall provide their own insurance cover for public liabilities where they charge for entrance or for participation in their activities.
- 43 The Hirer, during the period of hire, shall be responsible for supervision and care of the premises, the fabric and the contents, making every attempt to prevent damage however slight.
- 44 The Hirer shall be responsible for any damage done to any part of the property including the curtilage thereof and the contents of the building during the period of the hire as a result of an act or omission on their part.
- 45 The Hirer shall complete the **HIRER'S BOOK**" for each event noting the details required.
- 46 The Hirer will be responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to prevent obstruction of the adjacent highway.
- 47 The Hirer shall comply where appropriate with the Committee Health and Safety Policy and Arrangements which are available for inspection on the website. The Hirer shall comply where appropriate with the Committee Health and Safety Policy and Arrangements which are available for inspection on the website. These Arrangements include compliance with the Emergency Instructions which are posted throughout the building. **It is the absolute responsibility of the Hirer that if the Fire Alarm is activated for any reason, they ensure that all persons in their party leave the building and proceed to the Muster Point in the car park. Only when the cause of the alarm has been ascertained and after the building is deemed safe, can the Hirer instruct persons to re-enter.**

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<sup>4</sup> A single premise can have up to 15 TENs per year, an individual can have up to 5 TENs for the same premise.

- 48 The Committee shall not accept liability for any loss or damage to property belonging to any person attending any function organised by The Hirer howsoever such loss or damage occurs or for persons suffering any illness resulting from food provided by the Hirer.
- 49 The Committee shall not be liable to The Hirer for any resulting loss or damage whatsoever in the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired by any cause.
- 50 The Committee shall not be liable to the Hirer for any resulting loss or damage to equipment or asset stored in the Hall, such equipment or asset which shall be covered by the Hirers own insurance.
- 51 The Hirer shall be aware of the requirements of the Committee Child Protection Policy as it applies to them at the time of Hire.

## RESTRICTIONS

- 52 The Hirer shall not sublet the premises.
- 53 The Hirer shall not use the premises for any unlawful purpose.
- 54 The Hirer shall ensure that all electrical equipment brought to the Hall and used by them has been subject to Portable Appliance (PAT) Testing and so identified.
- 55 The Hirer shall not store any equipment or asset in the Hall without prior permission of the Committee. Any equipment or asset stored without permission will be removed.
- 56 The Hirer shall not allow the Hall to be used for any lewd or salacious purpose which could, in the opinion of The Committee, bring the Hall into disrepute.
- 57 The Hirer shall not bring onto the premises anything which may endanger persons or the premises, or which would invalidate any insurance policies. This includes explosives and flammable substances. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw, sacking, paper) shall be brought on to the premises in large quantities.
- 58 The Hall is not available for parties for ages 13 through 20 (including 18th parties) except under more stringent conditions which includes a minimum deposit of £500, the provision of professional security staff, no public ticket sales, no bar and no sale of alcohol. Such events are considered by the Trust to be *high risk*, and regardless of the ability to meet the prescribed Terms, such bookings shall be subject to approval by the Committee whose decision shall be final.
- 59 Performances where there is identified danger to the public are not allowed.
- 60 The Foyer is nominated as a communal space as access to the toilets is required from both the Community Room and the Main Hall. In certain cases the Foyer may be used in conjunction with a Community Room or Main Hall booking but this shall only be after prior arrangement with the Committee and the agreement of the other Party.

## **NOTES AND REQUIREMENTS**

- 61 The Hirer shall at the end of their hire period leave the premises and surrounds in as clean and tidy a condition as they would wish to find it. If, in the opinion of the Committee, the showers, toilets, kitchen or floors are not left clean or there is minor damage to the Hall or assets, a charge may be levied to cover any charges incurred in rectifying the situation.
- 62 If furniture is hired from outside the Hall it must be removed immediately at the end of the hire period. If it cannot, alternative arrangements shall be agreed with the Committee.
- 63 All Hirers should be aware that the toilets are a shared facility with all rooms in the Hall and that inconvenience may result.

## **ACCESS TO THE HALL**

- 64 The Hirer shall be given a code for the “Key Box” which situated outside the Hall Main Entrance. This code will be valid for the period of the hire. Those with long term bookings will be advised accordingly. The Committee may require and agree alternative means of access with the Hirer.
- 65 Hirers shall not inconvenience the next Hirer when bookings are consecutive and shall vacate the Hall at the end of the hire period. All preparation and clearing up time arising from the event shall be done within the hire period. Should there be an overrun, then an additional payment shall be due at the rate applying at the time.

## **LIMITATIONS TO HIRE**

- 66 The minimum booking for any unit is 30 minutes.
- 67 From 1800 hrs. onwards on a Friday or Saturday the whole Hall shall only be booked for a minimum period of four hours. In such cases the Committee may decide that access to the Hall prior to 1800 hrs. is free of charge to allow for preparing for an event. This only applies if the hall is vacant.
- 68 If the Hall is required for use as a Polling Station for a Parliamentary or Local Government election the Committee reserves the right to cancel any hiring. The Hirer shall be entitled to a refund of all monies paid.
- 69 If the Hall is required as “Place of Refuge”, or for any other purpose, by the Emergency Authorities which results in the Hall be cleared, then the Hirer shall be entitled to a refund of all monies paid.
- 70 The Hirer shall not exceed the maximum number of persons for each area of the Hall. This information is on the website

## **BANNED ITEMS**

71 These shall include:

- Gas cylinders containing any flammable gas including propane and butane
- Deep fat fryers
- Fireworks
- Chinese Lanterns

This list may be extended at any time by the Committee