



Westcott Village Hall

WESTCOTT VILLAGE HALL TRUST CIO

Standard Conditions of Hire

Registered Charity Number of reporting charity: 1172629

Institute Road
Westcott
Surrey RH4 3NP

Email info@westcottvillagehall.com

Telephone: 07825 220692

Website: www.westcottvillagehall.com

Approved by Trustees December 4th 2024

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1. Definitions

Associated equipment includes the hall furniture, hall electrical equipment, hall technical equipment and hall kitchen equipment.

Associated facilities means the hall, committee room, lavatories, kitchen, lobby and corridors.

Booking means the agreement for hire of the Hall made between you and the Booking Secretary.

Damage deposit means the amount of the deposit if requested by the Booking Secretary.

Fee tariff means the fee agreed with the Booking Secretary.

The premises means the hall being the Westcott Village Hall located at Institute Road, Westcott, Surrey, RH4 3NP and the surrounding car park which includes 21 car spaces, however note some of which may be used, with approval of the Trustees, by third parties

Hall furniture means the tables and chairs stored at the premises and any other item provided for the purpose of the hiring including a piano, crockery, cutlery and kitchen equipment but not the hall technical equipment.

Hall electrical and technical equipment means hall stage lighting system, hall wi-fi system, hall PA system, hall screen system.

Hire date means the date of your hiring, agreed at the time of booking.

Hiring means the event or activity agreed by you and the Booking Secretary at the time of booking.

Hire fee means the fee payable by you for the booking

Hire start time means the time agreed at the time of booking.

Hire end time means the time agreed at the time of booking.

You are the hirer being the person identified on the booking form.

Hirer parties means everyone associated with you and involved in the hire event in whatever capacity.

Hiring means the permission given to you to use the premises on the terms of the hiring agreement.

Hiring agreement means the booking confirmation form and the standard conditions. this may be electronic or hard copy.

Hire period means the period between the hire start time and the hire end time on the hire date, including any time spent by any hirer party in preparation and setting up the hire event and clearing up and/or tidying the premises at the end of the hire event.

Insurances means all insurance policies in effect in respect of the hall.

Licence means any approval, permission, consent, authorisation, permit or licence.

Loss means each and any cost, charge, damage and expense, including, without limitation, legal expenses on an indemnity basis.

Booking Secretary is the trustee who is responsible for organising hirers premises (“premises”) means the room or rooms of the hall (as specified in the booking confirmation form) where the hire event is held, together with the associated facilities and the associated equipment, which are specified at the time of booking

Regulation means any Act of Parliament or subordinate legislation.

Storage means an agreement with the booking secretary for goods to be kept in a designated area at the Hall for a period of time on payment of a fee.

Trustees means the Trustees of the charity known as Westcott Village Hall Tust CIO

WVHT means Westcott Village Hall Trust CIO, a Charitable Incorporated Organisation registered as a charity number 1172629 and whose registered office is at the hall.

2 Use of the Premises

- 2.1 During the hire period you can use the premises for the hire event described in the booking form.

You are responsible for getting and keeping any licence you need for the hire event. The property has an alcohol licence see section (18.3).

- 2.2 During the hire period you must not
- use the premises for any purpose other than the hire event;
 - allow anyone else to use the premises
 - enter or use any other room or part of the hall than the area being hired, unless agreed by the Booking Secretary
 - make any alteration or addition to the premises including putting or sticking items on the walls (unless on agreement of the Booking Secretary), other than on the notice boards
 - cause any damage or dilapidation to the premises or any other part of the hall
- 2.3 You and the hirer parties must not do anything or fail to do something if that would
- break any law, regulation or legally binding agreement, the terms of any licence or the terms, conditions and requirements of the insurance.
 - breach or affect our conditions of registration, or articles of incorporation as a Charitable Incorporated Organisation, or of its charitable objects;
 - be considered to be gaming, betting or any form of lottery or hold an auction; or
 - permit the hire event to be used for the dissemination of extremist views, contrary to the provisions of the Counter-Terrorism and Security Act 2015. (for further information see this link;
https://assets.publishing.service.gov.uk/media/65e84b6008eef600115a5679/14.258_HO_Prevent+Duty+Guidance_v5d_Final_Print.pdf)
- 2.4 The hirer parties park vehicles in the hall parking at their own risk and the Trustees are not responsible for any loss or damage that may occur.

3. Hire and Storage Fee

- 3.1 You agree to pay the agreed hire fee. Your hiring will not take effect unless you have paid the fee.
- 3.2 Your fee will be calculated according to the Booking Secretary and agreed at the time of booking. An email will be issued confirming the booking.

- 3.3 The hire fee for non-regular users is payable no later than thirty (30) days before the hire date or, immediately if the hire date is within thirty (30) days from the date of booking. Regular users will be billed quarterly in advance and are required to pay their booked sessions by the beginning of each quarter.
- 3.4 If you do not pay the hire fee when it is due, WVHT may cancel the hiring, and the terms of Clause 12 (Cancellation by WVHT) shall apply.
- 3.5 You must pay a damage deposit if requested by the Booking Secretary.
- 3.6 Storage charges and the storage area must be agreed with the Booking Secretary before goods are left at the hall. Items left at the hall without agreement will be removed and disposed of.
- 3.7 All payments are to be made to Westcott Village Hall Trust under the hire agreement shall be made either by bank transfer, quoting the booking reference and with the following identifier “Westcott Village Hall Trust, sort code 20-88-13, account number 23905934”.

4. Supervision of the Hire Event

- 4.1 You are fully responsible, during the hire period, for all aspects of the conduct of the hire event, including, without limitation, the behaviour of the hirer parties
- 4.2 You must fully supervise the hire event and take care to ensure the comfort and safety of all hirer parties, and you agree that you will ensure that each of the hirer parties will
- take proper care of the premises and the other parts of the hall, and ensure that the premises and the other parts of the hall are protected from all damage, no matter how it may arise
 - use of the car park avoiding causing obstruction to other users of the hall and the general public
 - keep noise to a minimum, including during arrival and departure, and particularly late at night and early in the morning
 - cause no nuisance or other disturbance to other users of the hall, the booking secretary and any local residents
 - ensure that any person, including any of the hirer party, behaving in a violent, anti-social or disorderly way, including, any person suspected of being under the influence of alcohol or drugs, immediately leave the hall
 - not have animals on the property unless they are assistance animals or the Booking Secretary has been informed and expressly granted consent.
 - the hirer parties must comply with those conditions during the hire period

5. **Safeguarding**

- 5.1 At the time of booking you must tell the Booking Secretary if requested, the name of your Safeguarding Lead, and if needed, provide a copy of your Safeguarding Policy
- 5.2 If requested by the Booking Secretary you must provide acceptable evidence that all applicable checks have been carried out on the relevant person or persons through the Disclosure and Barring Service
- 5.3 You agree that the supply of alcohol to, or consumption of alcohol by, persons under the age of eighteen (18) at the hire event is not permitted under any circumstances.
- 5.4 Where the hire event includes the screening of any film the subject of an age restriction prescribed by the British Board of Film Classification you shall ensure that no person subject to the restriction views the film.
- 5.5 You agree that no one under the age of sixteen (16) is permitted to enter any kitchen area in the premises or any other part of the hall unless accompanied by an adult.
- 5.6 You acknowledge that there is public access to the hall, and unrelated events may be scheduled for other parts of the hall at the same time as your hire event. you agree that all children, young people and vulnerable adults who are your responsibility will, during the hire event, be supervised in all publicly accessible parts of the hall. Where two or more hire events take place at or about the same time and one or more of those events involves children, you and other hirers must ensure that children and adults are kept separate.
- 5.7 If there are multiple hirers in the property during the hire period, any minors (under the age of 18) using the lavatories should be accompanied by an adult to the lavatory to ensure it is vacant and remains vacant of other adults.

6. **Public Safety**

- 6.1 You and all parties associated with your hiring agree not to bring on to the premises or any other part of the hall,
- illegal drugs or substances
 - alcohol for sale or use except in accordance with the alcohol licence held by the Trust
 - hazardous chemicals
 - flammable substances of any kind; and
 - heating appliances
- 6.2 You agree that you will not permit smoking/vaping at any time in the premises or other parts of the hall. We would ask for any of the hirers parties to minimise their use of outside space for smoking/vaping purposes.
- 6.3 If your hire event involves the preparation and/or serving of food, you agree that you will comply with the food handling regulations, including in the case of food storage, in accordance with the food temperature regulations.
- 6.4 You agree that any portable electrical appliance brought on to the premises for the purposes of the hire event shall be in good working order, and used in full compliance with manufacturer's instructions and all applicable regulations.

7. **Food Preparation**

Users when preparing food are to adhere to good food hygiene and cleanliness. See this link for further government advice and guidance <https://www.food.gov.uk/print/pdf/node/1087>

8. **Fire**

- 8.1 Before the start of the hire event, you must nominate a person from the hirer party who takes responsibility for fire safety during the hire period.
- 8.2 You or a person nominated by you shall before the hire event be familiar with the *In Case of Fire Procedure*, a copy of which is available in the lobby area on the noticeboard of the premises, and must satisfy yourself or your nominee that you or they understand how to:
- call the Fire Brigade
 - evacuate the premises, using the designated fire exits . The muster area is the front car park
 - operate the escape door fastenings

- 8.3 On commencement of the hire event you shall make all parties present aware of the evacuation procedure for the premises, having checked immediately beforehand that:
- all fire escape routes are free from obstruction
 - no fire door is wedged open
 - all exit signs are illuminated and
 - any wheelchair user has a helper in attendance to take responsibility for their safety
- 8.4 On the outbreak of fire in the premises, however slight, the hirer undertakes to call the fire brigade immediately.

9. **Accidents**

- 9.1 Any accident, damage to property or other incident occurring on the premises during the hire period, whether or not anyone is injured, shall be reported by the hirer to the Booking Secretary as soon as possible.
- 9.2 Any such accident, damage or other incident should be reported to the Booking Secretary who will record it in the accident report book, which is located in the bottom draw in the kitchen and where appropriate in the case of personal injury, notify the Health and Safety Executive in accordance with the reporting of injuries and dangerous occurrences regulations 1995.

10. **Insurance**

- 10.1 The Hirer will confirm that the hire event is covered by the WVHT public liability insurance (see Schedule A for copy of this certificate)
- 10.2 The Hirer will confirm that there is sufficient third party liability cover provided under the WVHT insurance policy and if it is not sufficient, the hirer must take out their own insurance and provide a certificate of this insurance
- 10.3 The WVHT reserves the right to examine hirer's insurance cover and any licences required

11. **Indemnity**

- 11.1 You are responsible for, and will pay the WVHT when asked, the cost of repairing, reinstating or otherwise making good any damage to the premises and/or any other part of the hall during the hire period, no matter how such

damage occurs. However you will not be liable for the cost of repairing, reinstating or otherwise making good any fair wear and tear to the premises.

11.2 You are responsible for, and must pay WVHT when asked for any liability for all losses arising out of:

- death or personal injury
- loss of, or damage to, property, including property belonging to WVHT (including, without limitation, the WVHT Audio and Lighting Systems) or to any other WVHT party
- breach of statutory duty
- breach of any contract (including the hire agreement and any other agreement binding upon WVHT)
- nuisance; and
- any third party action, claim or demand whatsoever

which may arise out of or in connection with your hiring or the actions of anyone connected with your hiring. However, you will not be liable for death or personal injury where it is caused by the negligence of WVHT or any other WVHT party.

12. **Start of Hire**

12.1 The hall cannot be used before 8:00am or after 23:00 except by arrangement with the Booking Secretary. Every effort is to be made to minimise any noise in the hall and the car park early in the morning or late at night. We ask our users to be aware that the hall is located in a residential area and they are to be mindful of our neighbours throughout the hire period.

12.2 You can access the hall using the key in the lock box located at shoulder height to the left of the front door at the start of the hire period. Instructions and code for the lock box will be issued by email prior to the booking start time.

12.3 You are responsible to ensure that any outside caterers, contractors and bar staff are aware of the hire period and comply with agreed timings.

12.4 Any issue at the start of the hire period should be reported to: 07825 220692.

12.5 You are responsible for setting the thermostat to ensure that the main hall is suitably heated. The Committee Room is heated using portable heaters. Care must be taken to switch all heaters off at the end of hire.

12.6 Mobile reception is weak throughout the hall, so you are responsible to ensure that at least one mobile in case of emergency can access the hall's wi-fi. The codes are:

- wi-fi network: TALKTALKBOCB13
- Wi-Fi Password: N7ER7QXE

13. End of Hire

- 13.1 The hall cannot be used after 12:00am, except by arrangement with the Booking Secretary. There should be no loud music after 11:00pm and no sale of alcohol beyond 11:00pm in accordance with the alcohol licence held for the property. The users are to be mindful that the Village Hall is located in a residential area when they leave the property and are to minimise disturbance to our neighbours.

You must leave the premises promptly at the end of the hire period. You acknowledge and agree that WVHT is entitled to charge you an additional hire fee in increments of fifteen (15) minutes if you do not leave the premises promptly.

- 13.2 You must leave the premises clean and tidy, and in a fit condition for any hire event which follows yours.
- 13.3 Dispose your rubbish and recycling using the bins located in the kitchen and the hall. When full, these bins need emptying into the respective black refuse or green recycling wheelie bins located outside to the east side of the building. However please do not overfill these and be mindful that other users may need bin space too. If there is excessive rubbish please take it home.
- 13.4 Before leaving the premises, you must check to ensure that
- all windows are closed
 - all emergency doors are shut
 - all lights and portable heaters are switched off and heating thermostat is turned down to 10°C
 - taps are closed
 - cookers, water heater and extractor fans in the kitchens are turned off
 - dishwasher is drained (see point 6 on instructions located on the wall above the dishwasher)
 - any crockery and cutlery that you have used is washed, dried and returned to the relevant cupboard or drawer in a clean condition
 - all rubbish has been bagged and removed and placed in the appropriate bin outside
 - the floors have been swept or, if necessary, mopped
 - all chairs and tables have been returned to the correct storage area, folded up, or as the case may be, stacked in the correct configuration
 - no damage has occurred and
 - no adjacent part of the hall has been entered or used

- 13.5 Note there are two thermostat which control the main heaters (situated on the west east and wall) both on leaving the premises should be turned to 10°C.
- 13.6 The hall must be locked and keys returned by the hirer at the end of the hire period to the lock box.
- 13.7 You agree that in the event the premises are left other than in the condition set out in accordance with clauses 13.3 and 13.4 above, WVHT may charge you the cost of any necessary clearing up and/or repair to restore the premises to the required standard. You will be charged a minimum of for any such clearing up and/or repair at the rate of £25 per hour or £100, whichever is the greater (plus VAT if applicable) plus the cost of materials, and you must pay any such charge when demanded.
- 13.8 Any damage deposit provided by you shall be applied by WVHT in restoring the hall to its former condition, and any balance remaining shall be returned to you.

14. Cancellation by WVHT

- 14.1 WVHT shall be entitled to cancel your hire by giving you notice in the event of:
- your failure to comply with the terms of the hire agreement
 - the premises being required for use as an emergency shelter or medical facility or centre for victims of flooding, snowstorm, fire, explosion, pandemic or those at risk of the same or other disaster
 - the premises becoming unfit for the hire event, for whatever reason
 - the premises becoming unavailable for use whilst emergency repairs are undertaken or
 - the premises being required for use as a polling station for a Parliamentary or Local Government election or by-election
 - the premises being demolished for redevelopment (an apporoximate date for this is late 2025 or 2026)
- 14.2 Or in the event of WVHT determining that the proposed hire event would or might:
- breach the terms of the hire agreement
 - contravene any regulation or otherwise be unlawful or
 - lead to anti-social or other unsuitable behaviour in, or near, the hall and
 - constitute a breach of the Counter-terrorism and security Act (2015)
 - constitute a health risk to other hirers, neighbours or hall staff

In the event of any such cancellation, WVHT will refund any hire fee already paid to the WVHT by you net of a £10 administrative fee, but shall otherwise have no

liability whatsoever for any loss incurred by the hirer as a result of such cancellation.

15. Cancellation by the Hirer

- 15.1 You shall be entitled to cancel any hiring by giving not less than thirty (30) days' prior written notice to WVHT. Your hire fee will be refunded to you less a £10 administration fee.
- 15.2 If your cancellation is less than thirty (30) days before the date of your hiring, you will not be refunded the hire fee.
- 15.3 In the event that a hirer makes changes to a booking, such as the date, timing, or room less than thirty (30) days before the date of the hiring the trustees have the discretion to charge a £10 administration fee.

16. Complaints

Any complaints regarding the use of the hall should be at first be raised with the Booking Secretary. If the hirer is not happy with this response please write to the Chairperson of the Trust using info@westcottvillagehall.com . The Chairperson will respond within 2 working weeks after considering your complaint and will act in a professional and reasonable manner in reaching their conclusion which will be put in writing and will be final.

17. Treatment of Staff and Trustees

We expect our Staff, Trustees and other hall users to be treated with courtesy and respect by you and your party and not be subject to any threatening or aggressive behaviour, verbal or physical abuse. If you or any of your party fail to comply with this requirement the hiring will be terminated forthwith with no return of the hiring fee.

18. Law and Jurisdiction

- 18.1 The hire agreement shall be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2 You agree to submit to the exclusive jurisdiction of the courts of England and Wales.

18.3 The building is licensed with Mole Valley District Council as a Band A Licence in accordance with the Licensing Act 2003. This enables hirers and users to consume and sell alcohol.

19. **General Data Protection Regulation Policy**

The Trustees and staff of the Westcott Village Hall Trust (“the Hall”) take your privacy seriously. We shall ensure that your personal data will be used fairly and lawfully to administer the Hall in accordance with the General Data Protection Regulations (2018).

The Trustees of Westcott Village Hall Trust (“the Hall”) follow General Data Protection Regulation (GDPR) and keep your personal details safe and secure. We shall ensure that your personal data will be used fairly and lawfully to administer the Hall.

By agreeing to the hire of this hall you accept that we may use your data and information for the practical purpose of managing the hall and maintaining a means of communication.

Schedule A – Copy of insurance Certificate see next page and Employees Liability Insurance

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

POLICY NO: CARV15009892

1. Name of Insured: Westcott Village Hall Trust

2. Date of Commencement of Insurance: 1st January 2026

3. Date of Expiry of Insurance: 31st December 2026

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Isle of Jersey, the Island of Guernsey and the Island of Alderney **(b)**; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**.

Signed on behalf of Covea Insurance plc (Authorised Insurer)

A handwritten signature in black ink, appearing to read "J. Maeda".

Chief Executive Officer

Notes:

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specifically applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply.

Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.