

GENERAL RULES

governing the use and hire of

BASILDON VILLAGE HALL & RECREATION GROUND

The management of Basildon Village Hall & Recreation Ground (BVHRG) is vested in the Trustees/Management Committee whose powers and composition are defined in the Trust Deed, a copy of which may be obtained from the BVHRG Secretary.

Under the provisions of the Trust Deed, the Trustees are empowered to make rules or to withdraw or amend them.

1 Use of the Village Hall

Use of the Village Hall and its facilities is subject to the following rules and, in the case of hirers, to any conditions incorporated in the hiring agreement.

2 Equal Opportunities

The Village Hall shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

3 No Smoking Policy

The Village Hall has a strict No Smoking policy anywhere inside the buildings.

4 Applying to use the Village Hall

- a** Application for use of the Village Hall shall be made to the Bookings Secretary.
- b** The right to refuse any application for the use of BVHRG facilities is reserved to the Management Committee or the Bookings Secretary, provided that the Bookings Secretary reports his/her action to the next meeting of the Management Committee. The Management Committee may refuse an application to use the hall's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating the Trust's beneficiaries or supporters. In any circumstance of doubt, the Bookings Secretary shall report the matter to the Chairman, and shall not confirm the letting without the agreement of the Chairman.
- c** The Committee reserves the right to terminate immediately any entertainment, activity or meeting permitted under the hire that is not properly conducted.
- d** All arrangements for the use of the Village Hall and its facilities are subject to the Management Committee reserving the right to cancel bookings when the premises are required for use as a Polling Station or are rendered unfit for the intended use.

- e** BVHRG User Groups shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Management Committee except as provided for in (d) above.

5 Payment for hirings

All hire fees, licence and administration charges, insurance premiums and deposits must be paid at the times stipulated in the Hiring Agreement. No hiring will be booked, and the Hirer will have no right to use the rooms and facilities, until all payments have been made in full at the times stipulated.

6 Cancellation

If the Hirer wishes to cancel the booking and the Committee is unable to conclude a replacement booking, the question of repayment of fees shall be at the discretion of the Committee. Under no circumstances will monies that have already been disbursed and/or costs already incurred be reimbursed.

7 Hours of Opening

BVHRG facilities are normally available for the use of its members and of outside hirers between the hours of 08.00 and 24.00 Mon-Sat, and 09.00 and 22.00 on Sundays.

In exceptional cases, these hours may be extended on application to the Management Committee.

8 Clearing up time

If a bar is provided at any event, it must close no later than 20 minutes before the finishing time (the time at which the hiring ceases). Music and entertainment must stop, and guests leave, no later than the finishing time. A maximum of 30 minutes will be allowed immediately after the finishing time for clearing up. Additional clearing up time must be arranged in advance with the Bookings Secretary.

9 Maximum Capacity

The hall has a maximum capacity of 300, which figure includes helpers and performers, and on no account shall this figure be exceeded.

If it is a seated event, the maximum capacity is reduced to 210, which figure includes helpers and performers.

10 Safety Requirements

All conditions attached to the granting of the hall's Public Entertainment Licence, stage play

or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;
- b all groups are expected to co-operate in the fire drills which are arranged at varying times in order to familiarise users with evacuation procedures;
- c the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- d fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- e the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Bookings Secretary;
- f performances involving danger to the public shall not be given;
- g highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the Management Committee;
- h no unauthorised heating appliances shall be used on the premises;
- i hirers and leaders of user groups are advised that no First Aid Box is provided by the Management Committee for general use, and each group using the premises is required to make its own provision;
- j all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Management Committee disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not so comply;
- k devices that are liable to trigger the smoke or burglar alarms are not permitted (eg: smoke machines at discos);
- l if candles are lit, they must not be left unattended at any time.

11 Supervision

The hirer or person in charge of an activity shall not be under 21 years of age and shall be on the premises for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent him/her from exercising general supervision.

When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of

whom shall be less than 21 years of age, on duty where under 100 persons are attending the entertainment. The number of adult attendants required is increased in the following circumstances:

- a where 100-249 people are present – to three;
- b where 250-300 people are present – to four;
- c when the majority of those present at the entertainment are less than 16 years of age, and when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the fire-fighting equipment provided.

12 Storage of Equipment

If the Hirer is permitted by the Committee to store equipment between sessions, it must be stored in such place and in such manner as indicated by the Bookings Secretary and only for as long as agreed. No article that is dangerous or unsuitable may be stored.

The Committee accepts no responsibility for any stored equipment or other property brought onto or left on 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 session; otherwise, fees may be charged for each day or part of a day at up to the hire fee per session until the items are removed. The Hirer shall indemnify and keep the Committee or its employees or agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer.

The Committee may dispose of items brought onto or stored on the premises, by sale or otherwise, and on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and disposing of such items, in any of the following circumstances:

- in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the equipment within 7 days after the hiring;
- in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the property within 7 days after the hiring.

13 Insurance

The Hirer shall take out adequate insurance to cover the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and, on demand, shall produce the policy or other evidence of

cover to the Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to re-let the premises to another hirer.

14 Safety of Vulnerable People

It is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to vulnerable people and young children, and that such persons shall at all times be in attendance upon vulnerable people, children and/or young people who are on the premises for the activities concerned.

15 Supply of Food and Drink

For public events, only persons who are food handlers within the meaning of the Food Safety Act 1990 (Food Premises [Registration] Regulations 1991) and who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department shall be permitted to handle food on the premises. Such persons at all times shall observe the Code of Conduct displayed in the kitchen.

16 Alcohol

No alcohol is permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Management Committee, whose consent must also be obtained prior to seeking any TEN (Temporary Event Notice) or Permission for the sale of alcoholic liquor. A copy of any licence must be supplied to the Bookings Secretary in advance.

17 Music and Performance Copyright Permissions

The premises are licensed with the Performing Rights Society for the performance of copyright music. Users should, however, advise the Bookings Secretary as to the frequency of musical performances during their activities. The Association's licence with Phonographic Performance Ltd. (PPL), on the other hand, does not cover the performance of recorded music by affiliated groups and other hirers of the premises, who must consult the Bookings Secretary before making arrangements for the use of recorded music. It is the responsibility of any independent user group which uses recorded music in its activities to check if it requires a licence from PPL and, if so, to obtain one.

No literary, dramatic, musical, film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre, film, video and public entertainment licences. No such work shall be performed or shown without the prior approval of the Bookings Secretary, and no alteration to the work shall be made after such approval.

The Hirer:

- shall be responsible for obtaining any necessary approvals or licences (including any liquor licence) in connection with the hire, other than those already held by the Committee,
- will comply with all conditions attaching to such approvals or licences, and
- will indemnify the Committee against all losses, costs, damages and expenses resulting from any failure to obtain such approvals or licences or from any failure to comply with the same.

All such licences shall be produced to the Bookings Secretary before the commencement of the hiring.

18 Hirer's Obligations

- a** The Hirer shall, during the hiring, be responsible for:
- supervision of the premises;
 - protection of the fabric and contents;
 - safety from damage however slight;
 - the behaviour of all persons using the premises, whatever their capacity;
 - ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises; and
 - the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority, the Local Authority or otherwise.

As directed by the Bookings Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.

- b** The Hirer shall not use the premises for any purpose other than that permitted under the Hiring Agreement and will not, without obtaining the prior consent of the Bookings Secretary, use or enter the premises at any times other than those permitted under the Hiring.
- c** The Hirer shall not assign the benefit of the Hiring Agreement. The Hirer shall not share the use of the premises with any other person or organisation other than a member or invitee of the Hirer permitted to use the premises under the Hiring.
- d** 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 approval of the Bookings Secretary. Any alteration, fixture, fitting or attachment shall, at the discretion of the Bookings Secretary, be removed by the Hirer who must make good

to the satisfaction of the Bookings Secretary any damage caused to the premises by such removal.

e The Hiring may be terminated by notice given by the Bookings Secretary if:

- any fee, storage charge or deposit due under the Hiring Agreement is not paid on time;
- any of these conditions is not complied with by the Hirer; or
- in accordance with 4d, in which case all fees (including any deposit) paid by the Hirer shall be refunded;

but without prejudice to any claim by BVHRG against the Hirer for non-payment of fees or non-compliance with these conditions.

f The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any local code of practice issued 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 Manufacturer's Recommended Retail Prices.

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

19 Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.

20 Loss of Property

The Management Committee cannot accept responsibility for damage to, or the loss or theft of, hall users property and effects.

21 Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the

Village Hall. No parking on brick paved areas. Where parking accommodation is provided and available, this must be used, and in any case users of the Village Hall should avoid undue noise on arrival and departure.

22 Nuisance

- a Litter shall not be left in or about the Village Hall premises.
- b Except in the case of trained guide dogs for the blind or other assistance dogs, dogs shall only be permitted in the Village Hall premises in connection with organised activities such as dog training or dog shows.
- c Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

23 Cleaning and Security of Premises

All use of the BVHRG premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to its original position, and for securing doors and windows of the premises as directed by the Bookings Secretary. All users shall also leave the premises and surrounds in a clean and tidy condition, as may be directed by the Bookings Secretary.

24 Removal of Rubbish

Users are responsible for the removal of rubbish from the premises. Once the wheelie bin provided is full, users must take the remainder of their rubbish away, unless prior arrangements have been made with the Bookings Secretary.

If excess rubbish is left, the Management Committee will charge the user for its removal.

25 Onsite Duty Manager

On occasions when a Duty Manager is provided by the BVHRG Management Committee the hirer must comply with his/her instructions.

MUSIC AND NOISE NUISANCE

The trustees of BVHRG are always considerate of neighbouring properties and draw your particular attention to Clause 22c above.

If you intend having live and/or amplified music, ie. a band, disco, etc., an Onsite Duty Manager (see 25 above) *may* be necessary. Please discuss this with the Bookings Secretary.

No music is to be played outside the building without the prior permission of the Trustees. Please note that due to the frequency of Trustee meetings, this may take 5 weeks to obtain.

At the end of the function, please be considerate to neighbours and ensure all persons leave the buildings and car park quietly.