



WORTHYS JUBILEE HALL CIO

HIRING POLICY

References

- A. The Worthys Jubilee Hall – Constitution of a Charitable Incorporated Organisation dated 21 June 2021.
- B. The Worthys Jubilee Hall CIO Advertising Policy v1.0 dated 7 September 2022.

BACKGROUND

1. Under Reference A, the Objects of the Worthys Jubilee Hall Charitable Incorporated Organisation (CIO) are to provide and maintain the Hall so that it may be used by all members of the local community for a variety of leisure, recreational and other activities.
2. In order to achieve this, the Hall's facilities are hired to individuals and groups for specific periods and activities. Hire charges are set to cover the costs of each hiring and the general overheads of running the Hall.

PURPOSE AND SCOPE

3. The purpose of this policy is to provide a record of the decisions made by the Trustees relating to hiring in one document for quick and easy reference. It will help to ensure that Trustees, employees and other volunteers are aware of what has been agreed and comply with that in setting the rules and rates to be applied to all hirings.
4. This policy applies to all hirings of the Hall itself and will be reviewed annually when the final accounts for the previous financial year are reviewed, normally the first Trustees meeting of the calendar year.

HIRING AGREEMENTS

5. All Hirers are required to complete and sign a Hire Agreement before using the Hall, in which they agree to comply with the Hall's Standard Conditions of Hire at all times when using the Hall. Regular users may also be required to sign further agreements when the Hall's Standard Conditions of Hire are changed. Dates and times for all Hirings are managed through the Hall's Hallmaster booking system.

HIRER TERMS

6. The Hall is available for hire on a **quarter**-hourly basis daily although some periods may be set aside during the week for cleaning or maintenance. Some "premium time" slots are reserved for individual hirings and not available for regular hire:

- a. Monday to Friday 1900-2200hrs – Regular users will only be able to block-book a maximum of two evenings per week during these hours.
- b. Saturdays and Sundays from 1200hrs onwards – Regular users will only be able to book these hours from one month in advance of the date required if the Hall has not already been hired to other users.

7. Hiring time must include time for setting up and clearing up in order to avoid clashes with other hirings. Users will therefore be required to include, as a minimum, 15 minutes before and 15 minutes after their activity for each hiring.

8. All Hirers must ensure that the Hall is left “as found” at the end of their Hiring, and the clearing-up time at the end of their Hiring must therefore be sufficient to complete any cleaning required. Failure to comply with this may lead to termination of the Hire Agreement.

9. When the Hall is hired it includes the whole building with the following exceptions: Access to the lighting box/boiler room and some cupboards in the front porch and the committee room. Availability of the stage is subject to confirmation by the Administrative Assistant.

10. Use of the stage lighting is not included in Hall Hire Agreements as it is the property of the Worthy Players Amateur Drama Group. Other Hirers must apply separately to the Worthy Players’ Secretary for permission to use their property.

11. Major community events, such as acting as a polling station on election days or live performances and shows that are open to all members of the local community, shall take priority over all other Hirings, including regular Hirings. The Trustees shall authorise these when required.

PAYMENT TERMS FOR HIRINGS

12. Single ad hoc Hirings require a deposit of £100, returnable if there is no residual damage to the Hall or extra cleaning costs incurred.

13. Invoices will be issued prior to Hirings for one-off bookings or monthly in arrears for regular users. Invoice totals will be calculated based on **parts of** hours hired and the published rate applicable to the Hiring. All invoices should be settled within 14 days of receipt or prior to Hiring dates for one-off bookings.

HIRE RATE STRUCTURE

14. Commercial (for profit) users and user groups shall be charged higher rates than charities, voluntary groups and community private Hirings. Regular repeat users in both these categories shall receive discounted rates. Users must commit to a minimum of three separate bookings within a three-month period to qualify for “regular” hire rates.

15. Actual rates shall be agreed by the Trustees annually when the final accounts for the previous financial year are reviewed, normally the first Trustees meeting of the new

calendar year. They will be published to all users and user groups at least three months prior to the date when they become effective. That date will normally be the first day of September each year.

POLICY REVIEW

16. The overall responsibility for this policy lies with the Trustees of the Worthys Jubilee Hall CIO. It will be reviewed annually.

Annex

A. Worthys Jubilee Hall CIO Standard Conditions of Hire.

ANNEX A TO

WORTHYS JUBILEE HALL CIO HIRING POLICY

V 3.0 DATED 8 MAY 24

WORTHYS JUBILEE HALL CIO
STANDARD CONDITIONS OF HIRE

AGE AND RESPONSIBILITY

1. The Hirer, not being a person under 18 years of age, must accept responsibility for being in charge of and on the premises at all times when the public are present during the Hiring and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

SUPERVISION AND CARE

2. During the period of the Hiring, the Hirer is responsible for:
- a. Supervision of the premises, the fabric and the contents.
 - b. Care of the premises, safety from damage however slight or change of any sort.
 - c. The behavior of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and the car park.
3. As directed by the Trustees of the Hall, the Hirer must 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.

USE OF PREMISES

4. The Worthys Jubilee Hall ("the Hall") is hired "as found". The Hirer must ensure that the Hall is left "as found" and in a clean and tidy state. The Hirer must ensure the premises are used in a proper and orderly manner throughout the Hiring and that no disturbance is caused to the Hall's neighbours.
5. First Aid boxes are located in the front porch and the kitchen and are available for use by all Hirers in the event of an accident. All incidents involving injury to a person(s) must be recorded in the Hall's Accident Book which is located above the First Aid Box in the kitchen.
6. The Hall's kitchen is available for use by Hirers. The Hirer must ensure that access to the kitchen is limited and supervised by an adult at all times as stated in the Hall's Health and Safety Policy and Risk Assessment.
7. Chairs and tables are included for the period of the Hiring, but Hirers are responsible for setting them out and replacing them in the store room after use. Stacks of chairs must only be moved using the chair trolley provided and the number of chairs in any one stack must not exceed 8. Chairs, tables or any other Hall property can only be removed from the Hall with written consent from the Trustees and at the Hirers own risk.

8. The only access to the stage is via the stairs at the back of the chair store room, which may also be used as a backstage dressing room. A movable set of stage steps is also stored in the chair store room but they may only be used to access the stage front with prior permission from the Hall's Administrative Assistant and instruction on how to secure them. Hirers and visitors are only permitted to move them at their own risk.

9. The Hirer must apply to the Hall's Trustees for authorisation to access the Hall's loft or under-stage area. Authority for such access will only be granted at the Hirer's own risk. A hard hat must always be worn when entering the loft or under-stage storage area.

10. Ladders must only be used under close supervision and at the Hirer's own risk.

11. A car park is available for use by all Hirers and people attending the Hall in connection with Hirings. The Hirer must be aware that they do so at their own risk and must ensure that all those attending also understand that applies to them, and that they must observe due care and attention. Some marked spaces are hired out to third parties and are not available for use by Hirers between 0800-1800hrs Monday to Friday. The Hirer must use best endeavours to ensure that parked cars related to their Hiring do not obstruct access to the Foundry compound at the back of the Hall's rear car park and to Church Green Close.

12. The Hirer must ensure that the premises (including the car park) are not used for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises, nor allow the sale of alcohol without written permission from the Trustees of the Hall. The Hirer will be held responsible for any abuse or misuse of the Hall.

13. The sale of alcohol can only take place if the Hirer has first gained permission from the Hall's Trustees through the Administrative Assistant and applied for and received an approved Temporary Event Notice from Winchester City Council.

14. The following are forbidden inside the Hall: smoking, naked flames, gambling (other than legally compliant raffles), ball games, bouncy castles, stiletto heels, studded boots, the affixing of posters or other displays to walls and doors by anything other than blue-tac.

INSURANCE AND INDEMNITY

15. The Hirer shall indemnify and save harmless the Hall, its Trustees and agents against the costs of all and any actions, damages and injuries including death resulting from the Hirer's negligence in relation thereto.

16. The Hirer shall be liable for:

a. Costs arising from accidental and malicious loss or damage and for loss or damage arising out of their negligence to any part of the premises including its curtilage or its contents.

b. All claims, losses, damages and costs made against or incurred by the Hall, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's use of the premises (including the storage of equipment).

c. All claims, losses, damages and costs made against or incurred by the Hall as a result of any nuisance caused to a third party as a result of the Hirer's use of the premises, subject to sub-para 16b.

17. The Hall will take out adequate insurance to insure the liabilities described in sub-paras 16a and 16b above and may, at their discretion and in the case of non-commercial Hirers, insure the liabilities described in sub-para 16c. The Hall will claim on their insurance for any liability they incur but the Hirer must indemnify the Hall and its agents against:

- a. Any insurance excess incurred.
- b. The difference between the amount of the liability and the monies we receive under the insurance policy.
- c. Where the Hall does not insure the liabilities described in sub-para 16c above, the Hirer must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Hall's Administrative Assistant. If the Hirer fails to produce such policy and evidence of cover, the Hall will cancel their Agreement and re-hire the premises to another Hirer.
- d. Any claims arising out of their own negligence.

GAMING, BETTING AND LOTTERIES

18. The Hirer must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

MUSIC COPYRIGHT AND ENTERTAINMENT LICENSING

19. Whilst the Hall does hold a Performing Rights Society (PRS) licence it is not licenced for other forms of regulated entertainment and licensable activities. The Hall does not hold a Phonographic Performance Licence (PPL), and all commercial/ profit-making Hirers who wish to play recorded music as part of their activities are required to provide the Administrative Assistant with a copy of their PPL Music Licence, or with written evidence of their exemption from PPL Licence requirements. All Hirers are responsible for ensuring that they first have the required licences for whatever activities they wish to conduct in the Hall.

TELEVISION

20. The Hall does not have a television licence and does not provide a capability to watch television. Authority is not given to watch television broadcasts on any device in the Hall.

MUSIC

21. The Hirer must have the Trustees of the Halls' written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. Their Agreement confers that permission.

FILM

22. The Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer must ensure that they have the appropriate copyright licences for film. The Hirer must have the Trustees of the Halls' written permission to show a film under the Deregulation Act 2015. Their Agreement confers that permission.

SAFEGUARDING CHILDREN, YOUNG PEOPLE AND ADULTS AT RISK

23. The Hirer must comply with the Hall's Safeguarding Policy and ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Acts 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Hirer must provide the Trustees of the Hall with a copy of their Safeguarding Policy and confirmation that they have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps

must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

PUBLIC SAFETY COMPLIANCE

24. The Hirer must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment 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 must also comply with the Hall's Health and Safety Policy.

25. The Hirer must check at the start and end of their Hiring that the Hall's Fire Exits are not blocked, both inside and outside the premises.

26. The Hirer must call the Fire Brigade to any outbreak of fire, however slight, and give details to the Hall's Administrative Assistant.

27. The Hirer acknowledges that they have received instruction in the following matters:

- a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- b. The location and use of fire equipment.
- c. Escape routes and the need to keep them clear.
- d. Method of operation of escape door fastenings.
- e. Location of the first aid boxes.

28. In advance of any activity, whether regulated entertainment or not, the Hirer must check the following:

- a. That all fire exits are in good working order.
- b. That all escape routes are free of obstruction and can be safely used for instant free public exit.
- c. That exit signs are illuminated.
- d. That there are no fire-hazards on the premises.

NOISE

29. The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer must, 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.

DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

30. The Hirer must ensure that in order to avoid disturbing neighbours of the Hall and avoid violent or criminal behaviour:

- a. No one attending the event consumes excessive amounts of alcohol.
- b. No illegal drugs are brought onto the premises.
- c. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. The Hirer must require any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

FOOD, HEALTH AND HYGIENE

31. The Hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

ELECTRICAL APPLIANCE SAFETY

32. The Hirer must ensure that any electrical appliances brought by them to the premises and used there are 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 they must make use of it in the interests of public safety. Portable electric fires are not permitted unless authorised in advance by the Hall's Trustees for exceptional circumstances.

STORED PROPERTY

33. The Hirer must remove from the premises any equipment or other materials brought to the premises for use during the Hiring by the end of the Hiring period unless a specific exception to this condition has been authorised by the Hall's Trustees in advance.

34. The Hall, its Trustees, employees and agents accept no responsibility for any equipment or property brought on to or left at the premises by the Hirer, and all liability for loss or damage is hereby excluded. Only agreed Stored Property may be left at the Hall at the end of each Hiring. Stage sets and properties relating to a forthcoming production at the Hall are classed as Stored Property. They must be removed within seven days of the end of the production for which they were being stored.

35. Stored Property refers to all long-term storage of property or equipment on the Hall premises (including storage containers), which may only be stored with prior agreement from the Trustees. The Trustees may require the removal of any Stored Property at any time.

36. The Trustees of the Hall may, at their discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as they think fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- a. The Hirer's failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
- b. The Hirer's failure to dispose of any property brought on to the premises for the purposes of the hiring.

SMOKING

37. The Hirer must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The Trustees of the Hall will ask any person who breaches this provision to leave the premises. The Hirer must do likewise and ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

ACCIDENTS AND DANGEROUS OCCURRENCES

38. The Hirer must report to the Hall as soon as possible any failure of the Hall's equipment or equipment brought in by them. They must report all accidents involving injury to the public to an employee or Trustee of the Hall as soon as possible and complete the relevant

section in the Hall's accident book. The Hirer must report certain types of serious accident or injury on a special form to the Health and Safety Executive Incident Contact Centre. The Hall's Administrative Assistant will give assistance in completing this form which is available online. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

EXPLOSIVES AND FLAMMABLE SUBSTANCES

39. The Hirer must ensure that:

- a. Highly flammable substances are not brought into, or used, in any part of the premises.
- b. No internal decorations of a combustible nature (eg polystyrene, cotton wool) are erected without consent of the Hall's Administrative Assistant.

HEATING

40. The Hirer must ensure that no unauthorised heating appliances are used on the premises. Portable liquefied propane gas (LPG) heating appliances must not be used on the premises.

ANIMALS

41. The Hirer must ensure that Guide dogs, Hearing dogs and assistance dog-owners are allowed on the premises.

FLY POSTING

42. The Hirer must comply with the Hall's Advertising Policy as laid down in Reference B. No unauthorised advertisements are permitted for any event taking place at the premises, and the Hirer must indemnify and keep indemnified the Hall and its Trustees accordingly against all actions, claims and proceedings arising from any breach of this Condition.

SALE OF GOODS

43. The Hirer must, 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 must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

CANCELLATION

44. If the Hirer wishes to cancel the booking before the date of the event then he Hall requires a minimum of fourteen days advance notice of the cancellation. If the Hirer fails to provide this then the Hall may, in their complete discretion, retain the deposit or require payment of the Hire fee.

45. The Hall's Trustees reserve the right to cancel the Hirer's Agreement by giving them written notice 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, or for another public community event.
- b. The Hall's Trustees 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 Hirer's intended use.

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.

46. When cancellation occurs for any of the reasons defined in Para 45 then the Hirer will be entitled to a refund of any deposit already paid, but the Hall will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

END OF HIRE

47. At the end of each Hiring, the Hirer is responsible for switching off all heating and lighting, verifying all water taps are turned off, securing all windows and doors, leaving the premises and surrounding area in a clean and tidy condition, any contents temporarily removed from their usual positions properly replaced, and keys returned as directed. Damage to the Hall's premises or property must be reported to the Hall's Administrator on completion of the Hiring. The Hirer will be liable for any additional charges raised for any abnormal power consumption, special cleaning, repairs or breakages attributable to their hiring(s) or non-return of keys.

NO ALTERATIONS

48. The Hirer must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without the Hall's prior written approval. In the Hall's discretion, any alteration, fixture or fitting, or attachment which the Hall has approved may remain in the premises at the end of the hiring. Such items will become the Hall's property unless the hirer removes them, and the Hirer must make good to the Hall's satisfaction any damage the Hirer causes to the premises by such removal.

ABUSE OF STAFF OR VOLUNTEERS

49. Abuse of any kind towards the Hall's employees, Trustees and other volunteers, agents or contractors acting on the Hall's behalf will not be tolerated and may lead to termination of the Hirer's Hire Agreement at the discretion of the Hall's Trustees.

NO RIGHTS

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

CLARIFICATION

51. If the Hirer is in any doubt as to the meaning of any of these Conditions then they must seek clarification from the Hall's Administrative Assistant without delay.