



## South Zeal Victory Hall Committee of Management

### A. Health & Safety Policy

### B. Conditions of Hire

southzealvictoryhall@gmail.com

### A. Health & Safety Policy

South Zeal Victory Hall Committee of Management (The Management Trustees), as manager of non domestic premises recognises that we have legal responsibilities under health and safety law.

It is our duty to take reasonable measures to ensure the hall, access to it and any equipment or substances provided are safe for people using it, so far as is 'reasonably practicable'. This means balancing the level of risk against the measures needed to control the real risk in terms of money, time or trouble.<sup>1</sup>

Whilst South Zeal Victory Hall Committee of Management are regarded as a legal entity under health and safety law, we have no responsibility under the Health and Safety at Work Act for risks created by the work activity of others, such as those maintaining the building, or for activities by those who use the hall.

The policy of the Committee is to take reasonably practicable measures in relation to the management of South Zeal Victory Hall to comply with all legislative requirements and codes of practice relating to the duties which it has, in order to:

1. provide healthy and safe working conditions, equipment and systems for all users and staff
2. keep the Victory Hall and equipment in a safe condition for all users and staff
3. provide all necessary support and information to hall users, staff and outside contractors.

The Committee will work in the furtherance of these aims by:

1. Identifying and assessing risks;
2. Recording assessments and regularly reviewing them;
3. Eliminating or controlling risks;
4. Monitoring compliance and work conditions;
5. Establishing a clear, sensible and practical safe organisation and arrangements.

### RESPONSIBILITIES OF ALL USERS

**All Committee members, hirers, staff, contractors and users of the hall are expected to recognise and accept their duties:**

1. To follow health and safety instructions and to report dangers;
2. To take reasonable care for the health and safety of themselves and other persons who may be affected by their acts and omissions;
3. As regards any duty imposed on the Committee, to co-operate so far as is necessary, to enable that duty to be performed or complied with;

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<sup>1</sup> <https://www.hse.gov.uk/voluntary/work-types/village-and-community-halls.htm> accessed 18.10.23

4. To be responsible for ensuring that their actions do not compromise the health and safety of themselves or any other person on the premises;
5. Anyone who observes a practice or potential hazard, that could compromise the health and safety of any person, has the responsibility to act to remove such danger and further to report such incidents in the Incident Book (located in the kitchen) for the attention of the Committee;
6. Any person noticing potentially hazardous, broken or ineffective equipment has the responsibility to remove such equipment from use immediately, to draw attention to defects by the use of appropriate means (e.g. a warning label) and to note such action in the Incident Book for the attention of the Committee.

#### **HIRERS ARE RESPONSIBLE FOR:**

1. Complying with **The Conditions of Hire (Section B of this document)**, including ensuring that their organisation/party conducts its activities in line with such conditions, particularly in respect of compliance with all safety requirements and safety notices. Pay special attention to adherence to the fire safety information.

It is a condition of booking the hall that all hirers have read and agreed to the hall's Conditions of Hire (below). The Hire Agreement states: "...**Conditions of hire. The Conditions of Hire form part of this Hire Agreement. They are available to download along with this form from <http://southzealvictoryhall.org.uk/booking/>. Please download, read and keep them with you during your hire. As well as forming the rules by which you agree to hire the hall, they also include certain legal obligations. .... Signed by the person named above: I agree to be bound by the Conditions of Hire.**"

2. Hirers may have responsibilities above and beyond these with regard to insurance and statutory requirements relating to their particular organisation/activity;
3. Designating a responsible person at each hiring/event who will take charge of evacuation in case of emergency;

#### **CONTRACTORS ARE RESPONSIBLE FOR:**

1. Safe working practices in respect of themselves and their employees and for meeting their statutory obligations with regard to Health & Safety legislation and Public Liability Insurance;
2. Having regard to the safety of hall users when working on the premises and/or in respect of anything left/stored on the premises;
3. Advising the Committee of any flammable or toxic substances that may be used in the course of work on the premises.

#### **THE COMMITTEE ARE RESPONSIBLE FOR:**

1. Ensuring that all Committee Members, Hirers, Contractors and Users of the Hall are aware of the Health and Safety Policy;
2. Ensuring that the Health and Safety Policy is fully implemented;
3. Monitoring compliance with Health and Safety guidelines;
4. Regularly assessing and reviewing risks and recording such risks;

5. Keeping an 'Incident Book' in which any incidents or actions that have, or might have, affected the health and safety of any person may be reported and in which any defective or broken equipment may be noted;
6. Taking such action as may be necessary to rectify the situation, to correct faults or to arrange repair of equipment to ensure health and safety and noting such action;
7. Making such arrangements and releasing such funds as may be necessary to assist in the implementation of this Policy;
8. Making such representations to committee members, hirers, contractors and users of the hall, as may be necessary to ensure their co-operation with Health and Safety Policy, particularly with regard to their actions and activities while on the premises;
9. Co operating with hirers, contractors and users of the hall in pursuance of Health and Safety Requirements.

**The following persons have been delegated by the Management Committee to manage the following:**

**Health and Safety Policy and Risk Assessment Manager (Secretary's role)**

Trustee position responsible for updating and managing the Health and Safety Policy and Risk Assessment, presenting them to the Committee for approval. A Risk Assessment Management Report is an agenda item for each meeting and reported on by the Health and Safety Policy and Risk Assessment Manager: **Secretary**

**First Aid Box check and replenish monthly: Chair**

**Reporting Accidents/RIDDOR <sup>2</sup> (Reporting of Injuries, diseases, and dangerous occurrences regulations)**

Minor accidents to be logged **by users** in the Accident Book

Complete RIDDOR forms as necessary: **Secretary**

Check Accident Reports and Feedback Book at least weekly or as advised of incidents.

Instigate any actions necessary to remove risks e.g. repairs. Report to committee at each meeting or as soon as necessary: **Vice Chair**

**Fire Safety**

The hall's Fire Safety Competent Person is Dave Lewis, who carries out a complete annual check. It is the responsibility of the Vice Chair to ensure that all actions requested by the Fire Safety Competent Person are carried out in a timely manner. Monthly checks are carried out by the Competent Person of the following and are reported to the Committee as part of the Risk Assessment Management Report. The Fire Safety checks are recorded in the Fire Safety log book, stored in the boiler room metal cupboard :

- Fire exit illuminated signs
- Smoke alarms
- Fire exits
- General observations

The Secretary arranges the annual services of Fire Extinguishers which is carried out by Argos Fire Protection.

We don't have a fire alarm, but it is in our long term plan for discussion.

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<sup>2</sup> <https://www.hse.gov.uk/riddor/> accessed 18.10.23

***This Health & Safety Policy is available to download from South Zeal Victory Hall's website – <https://southzealvictoryhall.org.uk/>. The hall's up to date Risk Assessment is also available to download from the same page.***

## **B. Conditions of Hire**

**The following Conditions of Hire are the rules a hirer agrees to abide by when they hire the hall. They also include certain statutory legal obligations. It is essential that all hirers read this document before signing the Booking Form (Hire Agreement) and keep a copy to use during the hire, particularly noting 1. Fire Safety.**

The Management Committee endeavours to ensure that the hall is always available for use with all services working and in a safe and clean condition. Should anything not be to your satisfaction please contact anyone listed below or complete an entry in the Complaints Book kept in the kitchen. All complaints are dealt with and minuted in the Management Committee meeting minutes.

If you have any questions or problems regarding the hire of the hall, either in advance of or during the hire, please contact:

Bookings:	southzealvictoryhall@gmail.com
Problems with the hall:	Dawn Watkins, Caretaker 01837 840946
General queries:	Jane White, Chair 07805 052521 Melanie Bickell - Secretary/Treasurer/Bookings 07951 131615

### **1. Fire Safety**

Users of the hall please familiarise yourselves with the following fire safety information before using the hall.

The hirer acknowledges that they have received instruction in fire safety in the hall, as given within this section.

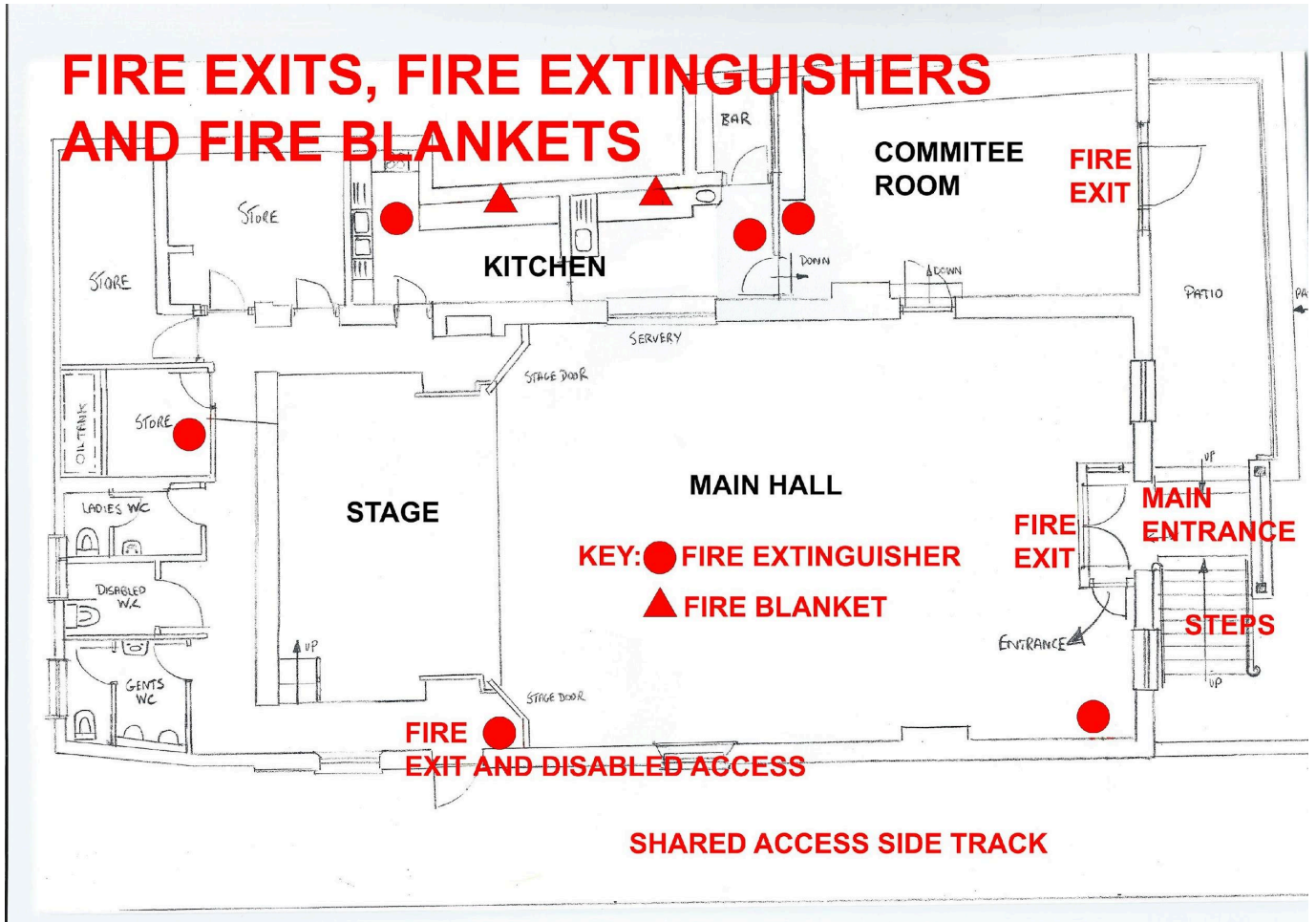
In the event of fire, evacuate the hall, checking all rooms and corridors. Because it is a secure area, we recommend that you use St. Mary's churchyard as the gathering point.

In case of fire or other emergency please call 999 or 112 from a mobile.

Please then contact a member of the committee:

Chair, Jane White	07805 052521
Caretaker, Dawn Watkins	01837 840946
Secretary, Melanie Bickell	07951 131615

We ask that before using the hall you have identified:



- The location of the 3 fire exits, fire extinguishers and fire blanket as per the plan below:
- How you will alert those people on the premises in the event of a fire
- What procedure you will use to divert people to the fire exits
- Evacuation procedures and the arrangements for gathering at the evacuation point
- The arrangements for calling the fire and rescue service
- The procedure for keeping doors closed to prevent the spread of fire, heat and smoke
- If necessary, the means of isolating the power supply is in the electric cupboard outside the main door, for which there is a key on the hirer's key ring.

Before using the hall, the hirer shall check:

- That all fire exits are in good working order
- That all exit signs are illuminated
- That any fire exits are not wedged open
- That there are no obvious fire hazards on the premises
- All means of escape must be kept free from obstruction and immediately available for instant free public exit
- The fire and rescue services shall be called to any outbreak of fire, however slight, and details thereof shall be given to the management committee.
- Highly flammable substances are not brought into, or used in any part of the premises.
- no unauthorised heating appliances shall be used on the premises.... Portable Liquefied Propane Gas (LPG) is prohibited.

- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings.

## **2. Heating**

During the winter months, the central heating system will have been turned on for you. If however you require further heating, the overhead heaters are operated by a 50p meter. The meter is in the electrical cupboard outside the main hall fire exit, immediately opposite the entrance door. There is a key for this on the hirer's key ring.

## **3. First Aid and Accident Book**

A well stocked and appropriately labelled First Aid Box is available in the kitchen.

Accident Book - this book is used to record all cuts, bumps, falls etc. as well as more serious accidents and near misses. It is kept in the kitchen.

The important details to be recorded are:

- the name of the casualty
- the date, time and place that the incident/accident occurred
- the cause of the accident i.e. what happened
- a brief description of the injury (if any) sustained
- the first aid (or other) treatment administered and by whom
- whether or not medical aid had to be sought
- the name of the person who dealt with the incident.

## **4. Side lane door - wheelchair-accessible entrance/ fire exit ONLY**

This door is only to be used as a fire exit and wheelchair-accessible entrance (there is a removable ramp for the door threshold, stored adjacent). Unfortunately it is necessary for the door to be opened for wheelchair users from the inside. Please ensure that the door is kept closed. The door opens outwards and the lane is in constant vehicular use and does not belong to the hall.

All equipment must be carried in and out of the hall using the main doors at the front. There are no exceptions to this.

## **5. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Committee, the Hirer shall 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.

## **6. Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

## **7. Gaming, Betting and Lotteries**

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

## **8. Licences**

The Victory Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form. If other licenses are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant license.

## **9. Alcohol**

No supply of alcohol may be made under the hall's Premises Licence. If the hirer is planning to supply alcohol themselves, or wishes to use the hall outside the hours specified in section 10. below, he/ she will need to apply to West Devon Borough Council for a Temporary Event Notice at least ten days before the event. The hall is only allowed a maximum of 12 such notices per annum and are issued on a first come first served basis. A copy of the TEN must be given to the Treasurer in advance of the hire.

## **10. Licensable events**

Where a licensable event is to be held for which the premises or that part of the premises, are not licensed, the hirer shall be responsible for obtaining such authorisation as may be needed.

The following licensable activities are authorised by the hall's Premises Licence:

- A performance of a play (indoors)
- A performance of live music (indoors)
- Any playing of recorded music (indoors)
- A performance of dance (indoors)
- Entertainment of a similar description to that falling within the above four activities (indoors)
- Entertainment facilities for making music (indoors)
- Entertainment facilities for dancing (indoors)
- Entertainment facilities of a similar description to that falling within the above two activities (indoors)
- Provision of facilities for making music (indoors)
- Provision of facilities for dancing (indoors)
- Provision of facilities for entertainment of a similar description to that falling with the above two activities (indoors)

The above activities are all licensed to be carried out during the following times:

Monday to Thursday	9.00am – Midnight
Friday	9.00am – 1.00am
Saturday	9.00am – 11.45pm
Sunday	9.00am – 10.30pm

The premises are licensed for a capacity of 200 for music and dancing and 152 theatre style seating.

## **11. Hall key**

The Hirer is responsible for the safety of the hall key, which must be retained in the hirer's possession at all times, not being lent or given to any other party.

## **12. Cancellation by hirer**

If the booking is cancelled more than 28 days ahead of the booking date, there will be no hire charge. If the booking is cancelled between 7 to 28 days ahead of the booking date, 25% of the hire charge will be payable. If the booking is cancelled less than 7 days ahead of the booking date, the full hire charge will be payable.

## **13. Hire charge payment**

The hire charge is required to be paid in advance at all times. The hall keys cannot be released otherwise.

#### **14. Presence and compliance**

The Hirer agrees to the Committee to be present (by its authorised representative if appropriate) during the hiring and to comply fully with this Hire Agreement.

#### **15. Contracts (Rights of Third Parties) Act 1999**

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 or a person who is not named as a party to this agreement.

#### **16. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

#### **17. Health and Hygiene**

The Hirer shall, 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 fridge.

#### **18. Electrical Appliance Safety**

If any portable electrical equipment is brought onto the premises, ensure it has been inSITEE tested (previously PAT testing), and the inSITEE test label is up to date and on the equipment.

#### **19. Indemnity**

For a commercial hire (where either the Hirer or a third party intends to make a profit no matter how small) then the hirer shall ensure that they have Public Liability Insurance sufficient to cover (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer. Non-commercial hirers are not required to have any additional insurance

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 18(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall to be hired to another hirer.

The Victory Hall is insured against any claims arising out of its **own** negligence.

#### **20. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the hall's management committee **as soon as** possible and complete the relevant section in the hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be



reported on a special form to the local authority. The Vice Chair will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **21. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

### **22. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

### **23. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy on request.

### **24. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

### **25. Sale of Goods**

The Hirer shall, 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 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 Manufacturers' Recommended Retail Prices.

The Victory Hall reserves the right to cancel this hiring by written notice to the Hirer 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
- (b) the Victory Hall management committee 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 use intended by the Hirer
- (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.

In any such case the Hirer shall be entitled to a refund of any fee already paid, but the Victory Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### **26. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

#### **27. Noise**

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

#### **28. Stored Equipment**

The hall accepts no responsibility for any stored equipment or other property brought on to or left at 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 hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Victory Hall may use its discretion in any of the following circumstances, namely-

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

#### **29. No Alterations**

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 the prior written approval of the Chair. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Victory Hall remain in the premises at the end of the hiring. It will become the property of the Victory Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage is caused to the premises by such removal.

#### **30 No Rights**

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