

Highwood Village Hall Standard Conditions Of Hire Terms & Conditions



Highwood Village Hall
Highwood Rd Loves Green Highwood Chelmsford Essex CM1 3QG

Issue 11

As approved by Village Hall Management Committee
July 2017

The management of the Highwood Village Hall is vested in the Highwood Village Hall Committee whose powers and composition are defined in the constitution, a copy of which may be obtained from the Secretary. The Highwood Village Hall Committee is empowered to make rules, or to withdraw or amend them. The Highwood Village Hall Committee does not maintain an on site presence, such as a caretaker or manager. The Highwood Village Hall Committee reserve the right of entry to the Village Hall at all times.

These standard terms and conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. Age

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

2. Supervision

The hirer or person in charge of an activity shall be over the age of 18 and shall be on the premises for the entire duration of the activity. He/she shall not be engaged in any duties which prevent him/her from exercising general 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 within the car-park, or on the highway.

As directed by the Village Hall Secretary, 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. Assessment of any such damages is at the sole discretion of the Village Hall Committee.

3. Use of premises

Facilities at the Highwood Village Hall are usually available for the use of regular and ad hoc hirers between the hours of 8am-22.30 Sun-Thurs and 8am-23.30 Fri-Sat. The exception to this is for elections or similar events, where the Hall may open from 6.30am and for Christmas Eve and New Year's Eve, where the Hall may stay open until 1.00am.

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement. The hirer 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 from Highwood Village Hall Committee.

The hire of the Hall does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Booking Secretary or Highwood Village Hall Committee.

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4. 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.

5. Licensable activities

The Hirer shall ensure that the Village Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall, the Hirer should ensure that they hold the relevant licence, or the Village Hall holds it. The hirer shall indemnify the Village Hall Committee against any infringement of copyright or license/s which may occur during the period of hire.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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 shall also comply with the hall's health and safety policy.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

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9. 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 refrigerator and freezer each with their own thermometer together health and hygiene signage.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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 the hirer must make use of it in the interests of public safety.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees 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
- (iii) all claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

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

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The Hirer shall ensure that no activity deemed as a Hazardous activity by the Village Hall Committee is to take place within either the Hall premises or any other property of the Village Hall site.

Hazardous Activities shall include, but not be limited to, the following activities:-

Abseiling	Elastic Ropes	Martial arts of fighting sports of any kind	Skateboarding
Airborne lanterns of any kind	Fireworks or Explosive items or Bonfire events	Motorised Fair Ground Rides	Ski or Winter Sports
Aerial Activities of any kind	Fire Walking	Play Inflatables	Trampolining
Bicycles other than for normal road use	League Football, American Football or Australian Rules	Professional Sport of any kind	Underground activities of any kind
Cables or wires	Gymnastics	Racing of Time Trials other than on foot	Weaponry
Climbing of any kind	Horse, Donkey or Pony Riding of any kind	Rugby	Wires
Contact Sports	Ice Skates	Rollerblades or Rollerskates	Water activities
Dry Slope Skiing	Landboarding, kites or flyboards of any kind	Ropes (other than Tug of War)	Weight Lifting

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as possible** and complete the relevant section in the Village Hall's accident record book kept in the Health & Safety file in the kitchen. 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 Incident Contact Centre. The Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923 Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

13. Explosives and flammable substances

The hirer shall ensure that:

- Highly flammable substances, including gases are not brought into, or used in any part of the premises and that
- 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 or heaters. Use of any temporary decorations may only be given with the advance agreement of the Booking Secretary.

14. Heating

Hirers shall not alter or adapt the heating controls or mechanisms without the permission of the Booking Secretary. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. **Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.**

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15. **Drunk and disorderly behaviour and supply or use 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.

16. **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.

17. **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 and, from 2010, comply with ISA requirements 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 management committee with a copy of their CRB check and Child Protection Policy on request.

18. **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.

19. **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.

20. **Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. **Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. A full refund less a £10 administrative fee will normally be made. No refund will be made if the cancellation gives less than 30 days notice. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

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- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Village 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 deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire – Cleaning & Security

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

It is the Hirers responsibility to ensure that all rooms are left in a clean and tidy condition. All equipment used including furniture, kitchen white goods, crockery and cutlery to be left clean and returned to their original positions. Floors are to be swept, vacuumed, or mopped as may be necessary, prior to vacating the building. All lights and cooker must be turned off and all windows and doors closed and secured before leaving the premises.

It is the Hirers responsibility to remove any temporary material brought to the Village Hall for the hire, (including rubbish, food waste and litter) from the Village Hall. Any setting up, or cleaning time, MUST be included within the hours of hire.

23. Nuisance

- Litter shall not be left in or about the Village Hall.
- Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level of their function is not such as to cause inconvenience to the occupiers of nearby houses and property.
- Hirers and organisers 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 the noise limitation device provided at the premises and comply with any other licensing condition for the premises.
- The Village Hall Committee reserves the right to terminate a booking where the hiring has become disorderly or where offensive material or behaviour is in evidence.

24. Storage & Stored equipment

The permission of the Booking Secretary must be obtained in advance before goods or equipment are left or stored at the Village Hall. No equipment or materials should be left in the Village Hall by way of a donation without the agreement of the Booking Secretary.

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The Village 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 Village Hall 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 Village Hall may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall management committee disposing 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.

25. 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 Booking Secretary.

Under no circumstances shall adhesives be used and this includes sellotape or similar materials. Costs incurred by the Village Hall in removing and making good the premises will be recoverable from the Hirer. Any item/s not removed will become the property of the Village Hall.

26. No rights

The Hiring Agreement constitutes permission only to use the premises for the period stipulated in the hiring agreement and confers no tenancy or other right of occupation on the Hirer.

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

28. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Village Hall Committee reserves the right to make a charge for cleaning costs if there is any smoke damage to the fabric of the Hall as a result of this infringement.

29. Car Park

The Hirer shall ensure that all cars are parked in the designated area. No cars should be left overnight without prior written permission from the Booking Secretary. The car park will be locked upon closure of the Village Hall. Unauthorised parking of vehicles will not be permitted and vehicles may be removed without notice.

Consideration for local residents is imperative when arriving and leaving.

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Highwood Village Hall Health and Safety Policy

Part 1 – General Statement of Policy

This document is the Health and Safety Policy of Highwood Village Hall.

Our policy is to:

- a) Provide healthy and safe working conditions, equipment and systems of work for our employee(s), volunteers, committee members and hirers.
- b) Keep the village hall and equipment in a safe condition for all users.
- c) Provide such training and information as is necessary to staff, volunteers and users.

It is the intention of Highwood Village Hall Management Committee to comply with all health and safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

Highwood Village Hall Management Committee considers the promotion of the health and safety of its employees at work and those who use its premises, including contractors who may work there, to be of great importance. The management committee recognises that the effective prevention of accidents depends as much on a committed attitude of mind to safety as on the operation and maintenance of equipment and safe systems of work. To this end, it will seek to encourage employees, committee members and users to engage in the establishment and observance of safe working practices.

Employees, hirers and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

Continual improvement can only be achieved by **open communication and participation by all**.

Signed: (On behalf of the Management Committee)

Date: July 2013 reviewed annually

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Part 2: Organisation of Health and Safety

The Highwood Village Hall Management Committee has overall responsibility for health and safety at Highwood Village Hall.

The person (s) delegated by the management committee to have day to day responsibility for the implementation of this policy is/are:

The Treasurer:

Name: John Kent
Telephone No: 01245-248502
Address: The Blossoms, Highwood Road, Loves Green, CM1 3QG

The Caretaker:

Name: Martin Goddard
Telephone No: 07795-430332
Address: Chaseside, Highwood Road, Loves Green, CM1 3QG

The Booking Clerk:

Name: Shelley Fowler
Telephone No: 01245-248519
Address: The Aytons, 5 Loves Green Cottages, Highwood, Chelmsford, CM1 3QG

It is the duty of all employees, hirers and visitors to take care of themselves and others who may be affected by their activities and to co-operate with the management committee in keeping the premises safe and healthy, including the grounds.

Should anyone using the hall come across a fault, damage or other situation which might cause injury and cannot be rectified immediately they should inform the person/s above, as soon as possible so that the problem can be dealt with. Where equipment is damaged a notice should be placed on it warning that it is not to be used and it should be placed in the kitchen.

The following persons have responsibility for specific items:

First Aid box/s	Booking Clerk
Reporting of accidents	Booking Clerk
Information to hirers	Booking Clerk
Insurance	Treasurer
Fire precautions and checks	Caretaker & Treasurer
Training in use of hazardous substances and equipment	Caretaker & Treasurer
Information to contractors	Caretaker & Treasurer
Risk assessment and inspections	Caretaker & Treasurer

A plan of the hall follows showing the location of fire exits, fire extinguishers, fuse box, stop cock, stairs, loft access and muster point.

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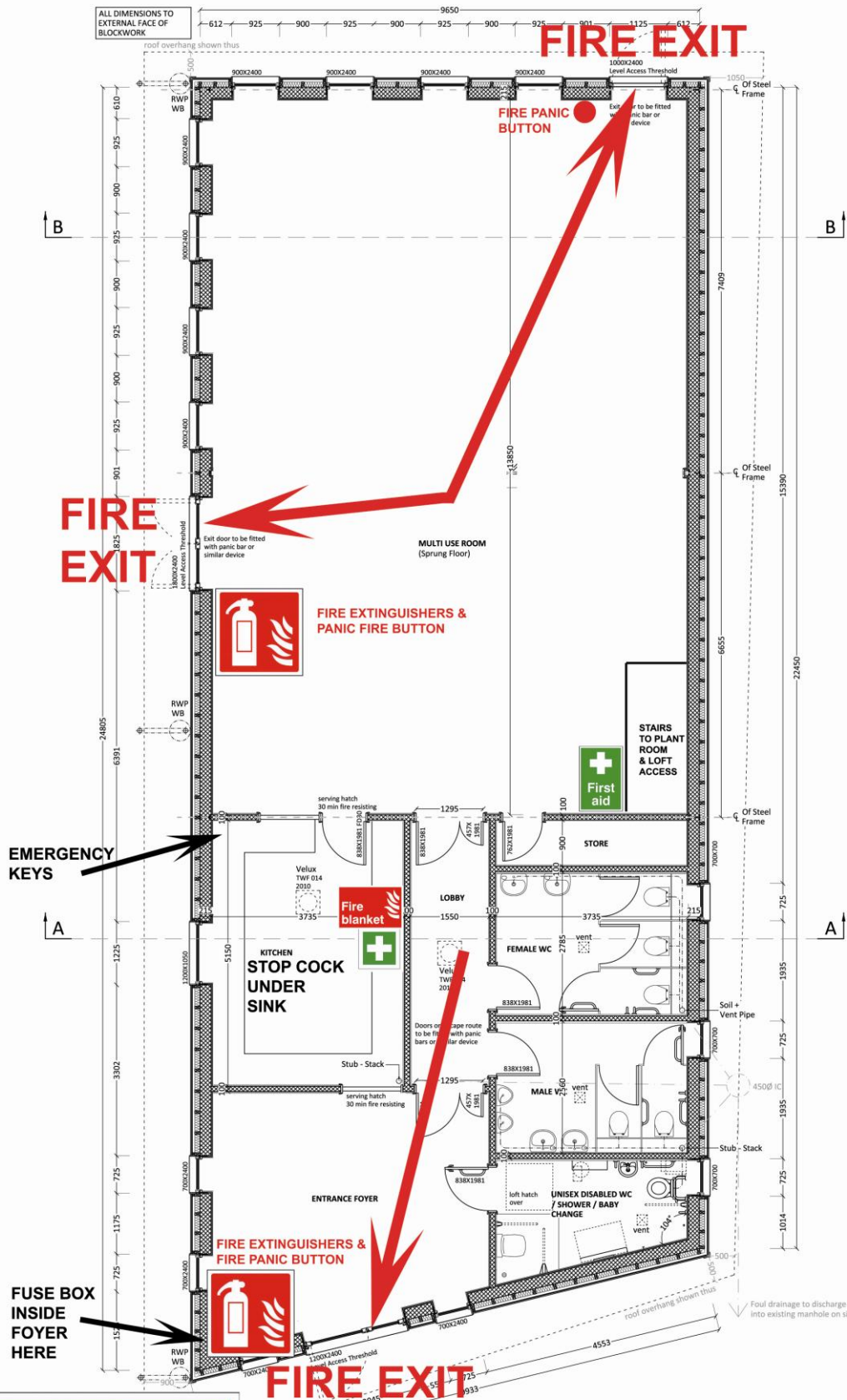
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**MUSTER POINT
BY THE CYCLE SHED**

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Part 3: Arrangements and Procedures

Fire Precautions

Evacuation procedure:-

FIRE

1. In the event of a fire, the person in charge of the hall or function will instruct all persons to leave the building, using the nearest available exits.
2. CALL THE FIRE BRIGADE.
DIAL **999** AND GIVE THIS ADDRESS
3. **Highwood Village Hall, Highwood Road, Loves Green, Highwood, Chelmsford, CM1 3QG.**
4. Muster at the **front of the site near the cycle store by the sign**. Attendants should ensure that once the Hall has been evacuated, members of the public do not re-enter the building to collect personal belongings, etc.
5. On the arrival of the Fire Brigade, the person in charge of the Hall should report to the Officer in Charge that all persons are safe, or should inform him/her of their last known position.
6. Attendants should only attempt to extinguish the outbreak using the fire appliances provided if it is considered safe to do so.

Hirers (or their authorised representative) are strongly advised to have a mobile telephone available at all times for use in emergencies.

There is no telephone in the Village Hall.

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Safety Rules

All hirers will be expected to read the **Standard Conditions of Hire / Terms and Conditions** and should sign the hiring agreement form as evidence that they agree to the hiring conditions. All new hirers will also be given information / training by the booking clerk about safety procedures at the Hall which they will be expected to follow (e.g. fire evacuation procedures, use of trolleys to move heavy equipment, use of equipment) and the location of the accident book, fire risk assessment and risk assessment records in the green health and safety file in the larder cupboard in the kitchen. Details of injuries and first aid equipment used should be recorded in the accident record book and reported to the Booking Clerk.

The Village Hall has carried out risk assessments, including those for hazardous substances and fire. A health & safety and risk assessment file is available in the kitchen larder cupboard of the Village Hall listing the hazards identified through the risk assessment and any procedures that should be adopted in order to minimise risk.

Employees, hirers and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

The committee has carried out risk assessments. The following practices **must** be followed in order to minimise risks:

- **Make sure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring.**
- **Do not** operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- **Do not** work on steps, ladders or at height until they are properly secured and **another person is present.**
- **Do not** leave portable electrical or gas appliances operating while unattended.
- **Do not** bring onto the property any portable electrical appliances which have not been Portable Appliance Tested.
- **Do not** attempt to move heavy or bulky items (e.g. stacked chairs) - use the trolleys provided.
- **Do not** attempt to carry or tip a water boiler when it contains hot water. Leave it to cool.
- **Do not** allow children in the kitchen except under close supervision (e.g. in the case of older children, for supervised serving of food at functions). Avoid over-crowding in the kitchen and **do not** allow running.
- **Wear** suitable protective clothing when handling cleaning or other toxic materials.
- **Be aware and seek to avoid** the following risks:
 - creating slipping hazards on stairs, polished or wet floors – mop spills immediately
 - creating tripping hazards such as buggies, umbrellas, mops and other items left in halls and corridors
 - use adequate lighting to avoid tripping in poorly lit areas
 - risk to individuals while in sole occupancy of the building
 - risks involved in handling kitchen equipment e.g. cooker, water heater and knives
 - creating toppling hazards by piling equipment e.g. in store cupboards.

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Contractors

The management committee will check with contractors (including self-employed persons) before they start work that:

- the contract is clear and understood by both the contractors and the committee.
- the contractors are competent to carry out the work e.g. have appropriate qualifications, references, experience.
- contractors have adequate public liability insurance cover.
- contractors have seen the health and safety file and are aware of any hazards which might arise (e.g. electricity cables or gas pipes).
- contractors do not work alone on ladders at height (if necessary a volunteer should be present).
- contractors have their own health and safety policy for their staff.
- the contractor knows which member of the committee is responsible for overseeing that their work is as asked and to a satisfactory standard
- any alterations or additions to the electrical installations or equipment must conform to the current regulations of the Institute of Electrical Engineers.

Insurance

The Village Hall has Employer's Liability and Public Liability insurance cover:

Name of insurer: Ansvar Insurance a division of Ecclesiastical Office Plc

Name & address of broker: Norris & Fisher 34a, Hiltingbury Rd, Chandlers Ford, Eastleigh, Hants SO53 5SS

Telephone no of broker: 0238 026 9009

Policy No: CCP2257481

Date of Renewal: 31 May 2018

Review of Health and Safety Policy

The management committee will review this policy annually.

The next review is due in June / July 2018

Committee members with responsibility for aspects of health and safety will report to the committee at the Village Hall Committee meetings (or before if required), including any accidents, faults, misuse by hirers or other matters which could affect the health and safety of users or employees.