



Branoc Hall

TERMS & CONDITIONS

NOTES TO HIRERS

No licensable event can be held for which the premises, or that part of the premises are not licensed. The Branoc Hall has a Premises Licence authorising the following related entertainment and licensable activities from 10am to 11pm.

The performance of plays, the exhibition of films, the performance of live music, the performance of dance, making music, dancing, entertainments similar to these listed, the sale of alcohol.

It is your responsibility to ensure the Hall has the facilities required to meet any of your catering needs. A prior visit with your caterers is strongly recommended. Phone us to organise this.

OPENING & CLOSING THE HALL

- 1) The door key is in a secure key box, fixed to the wall to the right of the main doors.
- 2) Pull down the outer cover to reveal the button pad.
- 3) Press the button at the base of the key pad and enter the digit code you will be supplied with.
- 4) Press the button marked with a down arrow, this is the release button.
- 5) You can now open the box to extract the key.
- 6) Replace the keypad and cover. With the inner cover upright and nearly in the closed position (it won't close yet) press the bottom of the keypad and then the code.
You can now close the box.
- 7) To return the key after your event, open the box as previously and
Replace the key on the hook
- 8) Repeat the closure procedure as in 6) above.

Please ensure that any outside caterers, contractors are aware of the hire period and that they will not be able to enter before or leave after the hire period. Please telephone Mr Ralph Cox (01297 680 392) in case of any difficulties during your booking period.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the Hall should be on the premises.

Please report any faults or damage to the booking secretary so that they can be rectified quickly. The Management Committee welcomes comments or observations that you may have about your hire of the Hall.



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SAFETY

The Hall has a no smoking policy.

In the event of a fire, the Hall should be evacuated in a orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The exact location of the nearest telephone, alarms, fire exits and fire extinguishers must be noted before the Hall is occupied (see Appendix 2) and the manner of opening fire doors should be made known to your guests.

A first-aid box is located in the kitchen.

The Hall's health and safety file is kept in the first aid box.

TELEPHONE

The hall has no telephone but there is a Public Call Box immediately outside, to the left of the entrance to the car park.

CAR PARKING

The lane leading to the Hall is a public road and this must not be obstructed. The Hall car park will accommodate a good number of cars if they are parked sensibly.

CONSIDERATION OF OTHERS

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or Sellotape on the walls or other surfaces. Use BluTac if you need to put up notices or other decorations. Do not fix decorations near light fittings or heaters.

Please leave the Hall clean and tidy and take all waste away with you.

AT THE END OF THE HIRE YOU SHOULD ENSURE THAT:

- The premises are left clean and tidy and equipment is returned to its correct position and or storage area.
- All items brought onto the premises are taken away.
- All heaters including water heaters and cookers are turned off
- All pluggable electrical appliances, apart from the refrigerator, are turned off and unplugged.
- All lights not required for security reasons are turned off.
- All internal doors are closed.
- The main entrance to the premises is locked by fully raising the handle before turning the key. Check the Hall is secure, and return the key to the secure key box and locked as described herein page 1

FAULTS, DAMAGE, COMMENTS

Please report any faults or damage to the booking secretary so that they can be rectified quickly. The Management Committee welcomes comments or observations that you may have about your hire of the Hall.

DISPOSAL OF RUBBISH

The Hall Committee request that all users of the Branoc Hall make themselves responsible for the disposal of their own rubbish after the events. The bins are only for rubbish accumulated by the Caretaker and Hall Committee in the course of their work. This is because the Council will not remove extra rubbish without further charge.

OUR HEALTH & SAFETY POLICY

- *Provide healthy and safe working conditions, equipment and systems of work for our sub-contractors, volunteers, committee members, visitors and hirers.*
- *Keep Branoc Hall / Branscombe Village Hall premises and equipment in a safe condition for all users.*
- *Provide such training and information as is necessary for sub-contractors, volunteers and users.*

It is the intention of the committee to comply with all Health and Safety legislation and be proactive in preventing injury, ill health or any danger arising from activities and operations within Branoc Hall / Branscombe Village Hall.

The committee consider the promotion of the health and safety of all those who use the premises, including contractors who may work there, to be of great importance. Prevention of accidents depends on a committed attitude of mind to safety as well as the operation and maintenance of equipment and safe systems of work. The committee will encourage contractors, visitors and users to engage in the establishment and observance of safe working practices.

Contractors, visitors and users will recognize that they have a duty 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 and others.

The committee will review this policy annually after each AGM and also as required by any change of circumstances or by quarterly review. Individuals with responsibility for aspects of Health and Safety will report to the committee regularly, including any accidents, faults, misuse or other matters which could affect health and safety of users or employers. These reports and subsequent actions will be recorded in the minutes on the committee meetings.

DAVID LAMB
CHAIRMAN, BRANOC HALL COMMITTEE



Branoc Hall

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HEALTH & SAFETY

The committee has overall responsibility for health and safety at Branoc Hall and for the implementation of this policy. It is the intention of the committee to comply with all health and safety legislation and to act positively where they can reasonably do so to prevent injury, ill health or any danger arising from activities and operations at Branoc Hall / Branscombe Village Hall.

All users of the hall are expected to read this health and safety policy statement as a condition of their hire and to recognize that it is their duty to comply with the procedures and all safety requirements, including safety notices on the premises. They will be required to sign the hiring form as evidence that they agree to the hiring conditions.

It is the duty of all contractors, hirers and visitors to:

- Take care of themselves and others who may be affected by their activities.
- Do everything they reasonably can to prevent injury to themselves and others.
- Co-operate with the committee in keeping the premises safe and healthy including the grounds and car park.

Should anyone using the hall come across any faults, damage or other situations which might cause injury and cannot be rectified immediately, they should inform the Chairman or the Bookings secretary 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 reported immediately to the Bookings secretary.

Outline reviews, checks and inspections of safety procedures and equipment are conducted by the committee or their nominees.

A copy of the hall emergency procedure is attached as Appendix 1 and is also displayed on the hall notice board. In addition, each group that meets regularly in Branoc Hall / Branscombe Village Hall may have its own evacuation and fire drill procedure. A guide to emergence arrangements is provided to all hirers and is attached. The service record for the fire safety equipment is in the foyer underneath the fire alarm unit.

The committee carries out an annual risk assessment to assess and examine all activities; a decision is made as to whether enough precautions are in place or whether more needs to be done. These risk assessments also help the committee to comply with various laws and regulations contained in a wide range of legislation. A log book recording the results is kept at the hall.

The following are the best practices and should be adhered to in order to minimise risks:

- Make sure that all emergency exit doors are clear and unlocked during any period of hall usage.
- Do not operate or touch any electrical equipment where there are signs of damage.
- Steps, ladders and mini scaffolding should be properly secured before use and must not be used unless another person is present.
- Do not leave portable electrical equipment operating while unattended.
- Do not bring onto the property any portable electrical appliances which have not been Portable Appliance Tested.
- Heavy items e.g. tables and chairs should be moved using the proper equipment.
- Do not stack the chairs more than seven high.
- Do not allow children in the kitchen except under close supervision.
- Hirers must 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 Act 1989 and 2004, the Safeguarding Vulnerable Groups Act and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you 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.

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or the Booking clerk should be consulted immediately.

The Hirer shall, during the period of the hiring, be responsible for: the supervision of the premises, the fabric and the contents; their 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 Hall Secretary, the Hirer shall make good or pay for all damage {including accidental damage} to the premises or to the fixings, fittings or contents and loss of contents.

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 to use 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.

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.

The Hirer shall ensure that the Village Hall holds a Performing Society Rights 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 licenses 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.



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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.

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 the 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.

In advance of an entertainment or play the Hirer shall check the following items: That all fire exits are unlocked and panic bolts are 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.

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).

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.

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 a thermometer.

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.

Indemnity.

a) 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} 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 suffered or incurred 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.

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 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 Secretary to rehire the premises to another hirer.

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

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 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 Hall 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 Hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that
(b) 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.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without consent of the management committee. Portable Liquefied Propane Gas [LPG] heating appliances shall not be used.

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.

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

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.

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place on the premises, and shall indemnify and keep indemnified each member of the Branoc 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.



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The Hirer shall, if selling goods on the premises, comply with the 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 Manufacturer's Recommended Retail Prices.

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. The Village 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 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 the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or other 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.

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.

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 conditions for the premises.

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 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, in 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 same within 7 days after the hiring dispose of any such items by sale or otherwise on such items and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

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

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



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WI-FI USAGE

WiFi Internet access is provided free of charge to legitimate users of Branoc Hall.

Before connecting to Branoc Hall Guest WiFi, please read these terms and conditions carefully (the "Terms"). These Terms along, with our Privacy Policy (available on request from the Bookings Officer), make up the terms and conditions for use of Branoc Hall Guest WiFi. We may make changes to these Terms from time to time, so we recommend that you review these regularly. The terms "we", "our" and "us" when used in these Terms means Branoc Hall. The terms "you", "your", "yours", "buyer" when used in these Terms means you as a user of Branoc Hall Guest WiFi as the context requires.

IN PARTICULAR YOUR ATTENTION IS DRAWN TO SECTION 3 ON OUR LIABILITY TO YOU

If anything is unclear, please contact the Booking Officer before accepting these Terms.

1. Using Branoc Hall Guest WiFi

- a) Branoc Hall Guest WiFi is a free service available. You can continue to use Branoc Hall Guest WiFi free of charge as long as you continue to accept our Terms
- b) If you are in any Branoc Hall building with "Guest-Wireless" you can connect to the Branoc Hall Guest WiFi using a compatible phone or computer device with wireless LAN. We do not guarantee that Branoc Hall Guest WiFi is compatible with all hardware types and devices or guarantee device connectivity.
- c) To connect to Branoc Hall Guest WiFi you will not need to provide any personal information however details from the device you are using to connect to our network will be recorded.
- d) Branoc Hall Guest WiFi is intended for browsing the internet and using apps.
- e) We are not responsible for the content of websites you visit while using Branoc Hall Guest WiFi. We may at our sole discretion restrict access to certain features and websites.
- f) Your use of Branoc Hall Guest WiFi is limited to 24 hours after which time your connection will end. You can subsequently reconnect to start another session.
- g) We do not guarantee uninterrupted access to Branoc Hall Guest WiFi and we may suspend the service at any time, for any reason, in our sole discretion.
- h) Branoc Hall Guest WiFi is not a secure network and we are not responsible for the security of the information and data which you transmit using Branoc Hall Guest WiFi. We are not responsible for the accuracy of any information or data obtained from the internet using Branoc Hall Guest WiFi.
- i) Branoc Hall Guest WiFi will be traffic managed, including rate limiting and shaping, to endeavour to provide an equitable service to all users of the WiFi service.

2. How we use your information

- a) By using Branoc Hall Guest WiFi you agree that your device details will be stored
- b) Any activity you undertake on the Branoc Hall Guest WiFi network will be logged against your device details. We use that data to monitor compliance with these Terms, to prevent and detect crime and to monitor usage of Branoc Hall Guest WiFi. We reserve the right to report on any activity undertaken on Branoc Hall Guest WiFi and where necessary restrict or block access to a person, account, website or device.

3. Our liability to you

- i. Nothing in these Terms shall restrict or exclude our liability for death or personal injury arising from our negligence or our liability for fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.
- ii. We shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise arising for:
 - a. loss of income or revenue;
 - b. loss of business;
 - c. loss of profits or contracts;
 - d. loss of anticipated savings;
 - e. loss of opportunity or goodwill;
 - f. loss of, damage to, or corruption, of data; or
 - g. indirect or consequential loss of any kind.

4. What you must not do on Branoc Hall Guest WiFi

- a) You agree not to:
 - i. use Branoc Hall Guest WiFi for any unlawful or illegal purpose;
 - ii. use Branoc Hall Guest WiFi for any commercial purposes;
 - iii. make any use of Branoc Hall Guest WiFi which causes the whole or part of Branoc Hall Guest WiFi to be interrupted, damaged, made less efficient, or impair the effectiveness or functionality of Branoc Hall Guest WiFi in anyway;
 - iv. use Branoc Hall Guest WiFi for sending or posting any computer viruses or any other harmful code, or any material which is defamatory, offensive or obscene; or
 - v. use Branoc Hall Guest WiFi in a way which infringes the rights of any person (whether in breach of confidentiality or intellectual property rights or otherwise).
- b) We reserve the right to terminate or restrict your access to Branoc Hall Guest WiFi, without advance notice, if we reasonably believe that you are misusing Branoc Hall Guest WiFi or are otherwise in breach of these Terms.



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5. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, trustees, agents and employees harmless from and against all liabilities, claims, losses or damages (including legal fees) costs and other expenses, however caused, that may arise as a result of or in connection with inappropriate or unauthorised access to Branoc Hall Guest WiFi by you and/or breach by you of any of these Terms.

6. General

- i. If any part or provision of these Terms are found to be unlawful or unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of these Terms will not be affected.
- ii. These Terms are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

This policy was endorsed by the trustees of Branoc Hall at a meeting of the Management Committee held on 20 /01/2022. Next policy review date 20 /01 /2023.



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IN CASE OF FIRE

The Fire Assembly point is at the front of the hall outside the main entrance foyer. There is a sign there to mark this.

If you **discover** a fire

1. Press the red button on one of the fire alarms located within the hall.
2. Instruct those present to leave the hall.
3. Leave the building by the nearest fire exit.
4. Dial 999 for the fire service and give them this address:

Branscombe Village Hall, Branscombe, EX12 3BA

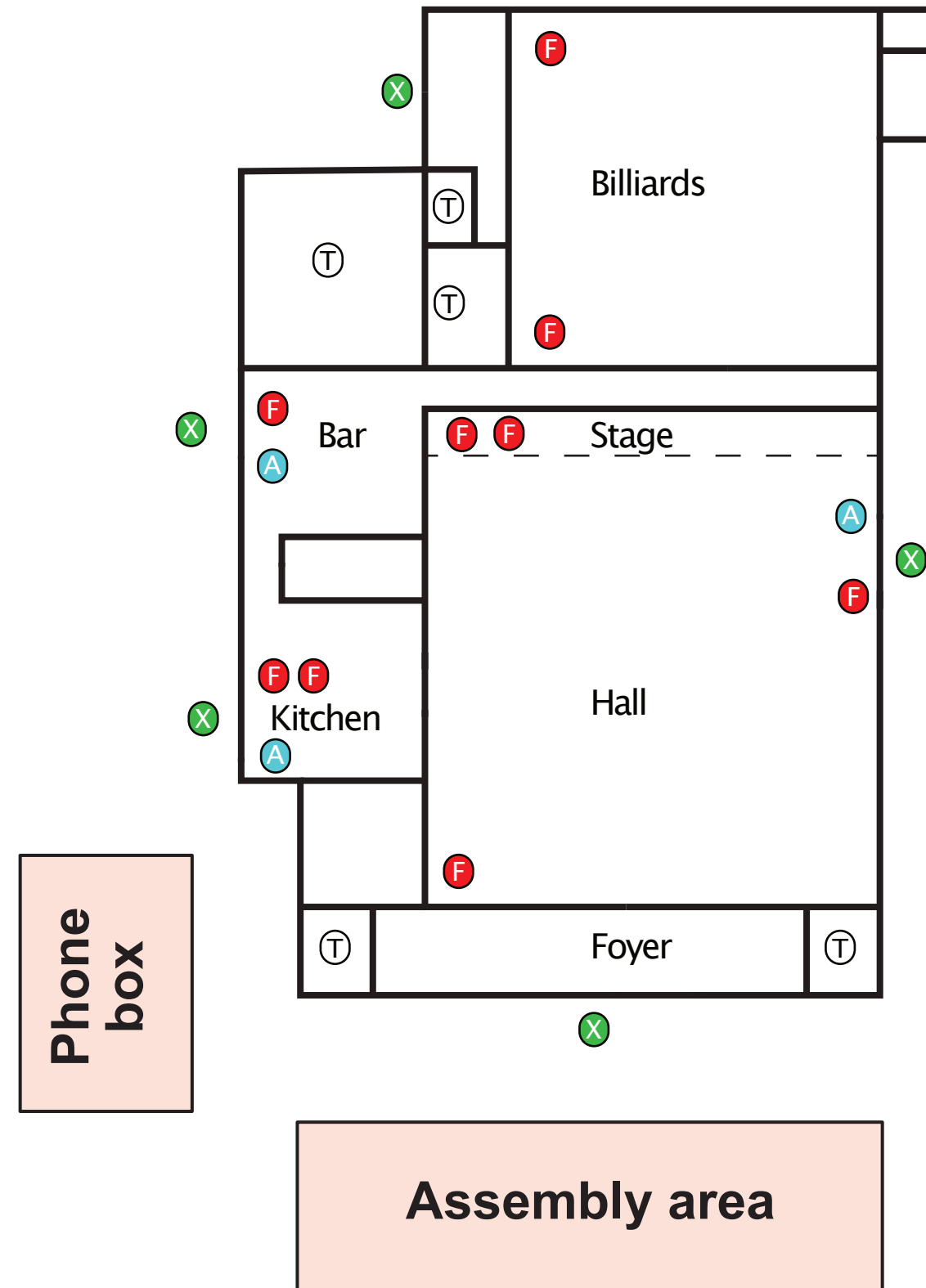
5. Check with others assembled at the assembly point that everyone is accounted for.
6. If possible and only without putting yourself in danger, check all rooms in the hall are empty of people.
7. Use the fire appliances to extinguish the fire only if it is safe to do so.

If you **hear** a fire alarm

1. Leave the building by the nearest fire exit. Assist the young, aged and infirm where needed. Keep calm.
2. Close the doors behind you.
3. Report to the assembly area.
4. Do not stop to collect belongings.
5. Do not take risks - just get out safely.

F Fire extinguishers
A Fire alarm

X Exit
T Toilet





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TYPICAL EMERGENCY PLAN FOR THE HIRER

A caretaker is not present on the premises. As the responsible person for the event / function, you have legal duties with regard to the safety of those persons assisting or attending the event.

Contact details in case of difficulty are:

Ralph Cox
01297 680 392

Before the event you should:

- Study the plan of fire exits and extinguishers, and note the fire assembly point.
- Check all exits are clear of obstructions.
- Check you know where the fire (alarm) call points are.
- Advise people to evacuate if the alarm goes off.
- Identify any persons at risk, e.g. children, the disabled.
- Make sure all internal doors are not propped open during the event.
- Keep to the permitted limits for the number of people at an event.

At the start of an event you should notify all present about:

- The no smoking policy.
- Location of exits and escape routes.
- The location of the assembly point.

During an event, you should ensure that:

- Escape routes and exits do not become obstructed.
- The no smoking policy is adhered to.
- Rooms do not become overcrowded or permitted numbers exceeded.
- Noise levels cannot drown out any emergency announcements that may have to be made.