

September 2023 edition

## The Winn Hall, Dunsfold

owned by The Winn Memorial Parish Hall CIO (“the CIO”)

*NOTE – If the Hirer is in any doubt about the meaning of the following conditions the Bookings Secretary should be consulted.*

### Conditions of Hire

The Conditions of Hire include:

- (a) the following Standard Conditions of Hire
- (b) the following Special Conditions of Hire and
- (c) the terms of the Data Protection Privacy Notice (a copy of which is published on the CIO’s website ([www.dunsfold.info](http://www.dunsfold.info)))

and in the event of a conflict between the Standard Conditions of Hire and the Special Conditions of Hire the latter shall prevail.

In the Conditions of Hire these definitions shall apply:

**‘the CIO’** means The Winn Memorial Parish Hall CIO Registered Charity Number 1173517 acting by its management committee.

**‘the Hirer’** means the person or body who enters into an agreement to hire the Property provided that if the Hirer is not an individual any reference to the Hirer in these Conditions of Hire shall, where the context so admits, be a reference to the authorised representative of the Hirer.

**‘the Winn Hall’** means The Winn Hall (comprising the whole building owned by the CIO including the Nugent Room), The Common, Dunsfold, Surrey GU8 4LA.

**‘the Nugent Room’** means the self-contained part of the Winn Hall known as the Nugent Room.

**‘the Main Hall’** means the Winn Hall excluding the Nugent Room.

**‘the Property’** means the Winn Hall, the Nugent Room or the Main Hall hired by the Hirer as the case may be.

**‘the Hiring Agreement’** means the agreement made between the CIO and the Hirer for the hiring of the Property.

**‘the Period of Hiring’** means the duration of the hiring of the Property under the Hiring Agreement.

**‘the Bookings Secretary’** means the person named as the Bookings Secretary on the CIO’s website ([www.dunsfold.info](http://www.dunsfold.info)).

**‘Children and Young People’** mean persons aged under 18 years.

**‘Adult at Risk’** means a person aged 18 years or over who is at risk of abuse or neglect because of their need for care and support, whether or not they are receiving care or support from a health or care service.

‘Vulnerable Persons’ mean Children and Young People and Adults at Risk.

## **Standard Conditions of Hire**

### **1. Age**

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

### **2. Supervision**

The Hirer shall, during the Period of Hiring, be responsible for supervision of the Property, 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 Property, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Bookings Secretary, the Hirer shall (subject to the provisions of Condition 11 (b)) make good or pay for all damage (including accidental damage) to the Winn Hall or to the fixtures, fittings and contents and for loss of fixtures, fittings and contents.

### **3. Use of Property**

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

### **4. Gaming, betting and lotteries**

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

### **5. Licensable activities**

(a) The Hirer acknowledges that copies of the following licences held by the CIO have been seen by the Hirer –

- The Premises Licence
- The Music Licence

and the Hirer must comply with their terms.

(b) If the use of the Property comprises or includes a licensable activity not covered by the Premises Licence (including the sale of alcohol) the Hirer must give a Temporary Event Notice to the appropriate authority with a copy to the CIO and must comply with any requirements of the authority in respect of such notice.

(c) Copies of the Premises Licence and the Music Licence are on display at the rear of the Main Hall and have been published on the CIO’s website ([www.dunsfold.info](http://www.dunsfold.info)).

(d) The Hirer must ensure that if any other licence is required for any activity carried out on the Property by the Hirer the necessary licence is held by the Hirer.

## **6. Public safety compliance**

(a) The Hirer must comply with all conditions and regulations made in respect of the Property by the 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.

(b) The Hirer acknowledges being aware of the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Property.
- The location (which is shown on the plan in the Information for Hirers published on the CIO's website ([www.dunsfold.info](http://www.dunsfold.info))) and use of fire equipment.
- 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.

(c) In advance of an entertainment, play or other event the Hirer must 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 Property.
- That they have pointed out to those present the fire exits for emergency evacuation and the need in the event of a fire evacuation to assemble in the car park.

(d) Where the Hirer brings onto the Property any items that may pose a public risk they acknowledge that they have informed the Bookings Secretary and that they have read and will abide by the guidance in the information provided by the Royal Society for the Prevention of Accidents published on their website – [www.rospa.com](http://www.rospa.com). Bouncy castles or similar equipment are not permitted.

(e) The Hirer must ensure that the maximum number of people in the Main Hall and the Nugent Room does not exceed the following;

(i) The Main Hall –

- Standing only – 185
- Seated theatre style – 110
- Seated at tables – 100

(ii) The Nugent Room –

- Standing only – 30
- Seated theatre style – 20
- Seated at tables – 15

## **7. Means of escape**

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

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

## **8. Outbreaks of fire**

The Fire Brigade must be called to any outbreak of fire, however slight, and details must be given to the Bookings Secretary.

## **9. Health and hygiene**

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 Property must be refrigerated and stored in compliance with the Food Temperature Regulations. The Main Hall's kitchen is provided with a refrigerator but not a thermometer. The Nugent Room is not provided with a refrigerator or thermometer.

## **10. Electrical appliance safety**

The Hirer must ensure that any electrical appliances brought by them onto the Property 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 Winn Hall including its curtilage and the contents of the Winn Hall;
- (ii) all claims, losses, damages and costs made against or incurred by the CIO and the CIO's 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 Property (including the storage of equipment) by the Hirer; and
- (iii) all claims, losses, damages and costs made against or incurred by the CIO and the CIO's 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 Property by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each trustee of the CIO, each member of the CIO's management committee and the CIO's employees, volunteers, agents and invitees against such liabilities.

- (b) The CIO may in its discretion take out insurance to insure the liabilities described in sub-clause (a) above.

- (c) Where the CIO does not insure the liabilities described in sub-clause (a) 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 Bookings Secretary. Failure to produce such policy and evidence of cover will entitle the CIO to terminate the Hiring Agreement forthwith.

## **12. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public on the Property or its curtilage to the Bookings Secretary as soon as possible and complete the relevant section in the CIO's accident book. Any failure of equipment belonging to the CIO or brought onto the Property 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 Bookings Secretary or other members of the CIO's management

committee 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.hse.gov.uk/riddor](http://www.hse.gov.uk/riddor)
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

### **13. Explosives and flammable substances**

The Hirer must ensure that:

- (i) highly flammable substances, such as straw bales, are not brought into or used in any part of the Property
- (ii) candles and other naked flames are not used on the Property
- (iii) no internal decorations of a combustible nature (e.g. polystyrene or cotton wool) shall be erected in the Property without the consent of the CIO's management committee. No decorations are to be put up near light fittings or heaters in the Property and
- (iv) there is no smoking in the Property.

### **14. Heating**

The Hirer must ensure that no additional heating appliances shall be used on the Property without the consent of the CIO's management committee. In particular Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in the Property.

### **15. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer must ensure that in order to avoid disturbing neighbours to the Winn Hall and to 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 Property or in its immediate vicinity. Alcohol must 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 Property. No illegal drugs may be brought onto the Property.

### **16. Animals**

The Hirer must ensure that no animals (including birds), except guide dogs, are brought into the Property, other than for a special event agreed to by the CIO's management committee. No animals whatsoever are to enter the kitchen at any time.

### **17. Compliance with the Children Act 1989**

The Hirer must ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 (or any legislation amending or replacing that act) and that only fit and proper persons who have passed the appropriate Criminal Records Bureau ('CRB') checks and 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 must provide the CIO's management committee with a copy of their CRB check and Child Protection Policy on request.

### **18. Fly posting**

The Hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Property and shall indemnify and keep indemnified each trustee of the CIO

and each member of the CIO's management committee 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 must, if selling goods on the Property, 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 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 must be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer must ensure that any necessary licence for the showing of films is held by the Hirer.

### **21. Cancellation**

- (a) If the Hirer wishes to cancel the booking before the date of the event and the CIO 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 CIO.
- (b) The CIO reserves the right to cancel the Hiring Agreement by written notice to the Hirer in the event of:
  - (i) the Property being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
  - (ii) the CIO's management committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the Property as a result of the hiring;
  - (iii) the Property becoming unfit for the use intended by the Hirer;
  - (iv) an emergency requiring use of the Property as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters; or
  - (v) the Property having to be closed for necessary repair.

and in any such case the Hirer shall be entitled to a refund of any hiring fee and deposit already paid, but the CIO shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **22. End of hire**

The Hirer shall be responsible for leaving the Property 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 CIO shall be at liberty to make an additional charge.

### **23. Noise**

The Hirer must ensure that the minimum of noise is made on arrival to and departure from the Property, 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 Property and comply with any other licensing condition for the Property.

## **24. Stored equipment**

- (a) The CIO accepts no responsibility for any stored equipment or other goods brought onto or left at the Property, 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 hiring fee per hiring until the same is removed.
- (b) The CIO may use its discretion in any of the following circumstances:
  - (i) 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; and
  - (ii) failure by the Hirer to dispose of any equipment or other goods brought on to the Property for the purposes of the hiring. This may result in the CIO's 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 Property nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Property without the prior written approval of the Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the CIO, remain in the Property at the end of the hiring. Any such fixture, fitting or attachment will become the property of the CIO unless removed by the Hirer by the end of the day or, as the case may be, the last day of the Period of Hiring who must make good to the satisfaction of the CIO any damage caused to the Property by such removal.

## **26. No rights**

The Hiring Agreement constitutes permission only to use the Property during the Period of Hiring 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 must not be given on the Property.

## **28. Smoking**

The Hirer must, 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 Property.

## **29. Television**

The Property does not have its own TV licence. A TV, computer, mobile phone or other device must not therefore be used to watch or record programmes on any channel as they are being shown on TV or live on an online TV service or used to download or watch BBC programmes on iPlayer (live, catch up or on demand) when connected to the mains electricity supply in the Property or used on the Property unconnected to the mains electricity supply without a necessary TV licence.

## **30. Wi-Fi Service**

### ***30.1 Use of Wi-Fi Service by Hirer***

(a) When using the Wi-Fi service in the Winn Hall (“the Wi-Fi Service) the Hirer agrees at all times:

(i) not to use the Wi-Fi Service for any of the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or codes of practice;

(c) interfering with any other persons use or enjoyment of the Wi-Fi Service; or

(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.

(ii) to keep any username, password or any other information which forms part of the Wi-Fi service security procedure confidential except to the Hirer’s visitors and invitees to The Winn Hall.

### ***30.2 Termination of the Wi-Fi Service***

The CIO has the right to suspend or terminate the Wi-Fi Service immediately in the event of a breach by the Hirer of any of the provisions of this clause 30, including without limitation if:

(i) the Hirer causes any technical or other problems to the Wi-Fi Service;

(ii) in the opinion of the CIO the Hirer is involved in fraudulent or unauthorised use of the Wi-Fi Service;

(iii) the Hirer resells access to the Wi-Fi Service; or

(iv) the Hirer uses the Wi-Fi Service in contravention of the terms of this clause 30.

### ***30.3 Availability of Wi-Fi Service***

(i) Although the CIO aims to offer an acceptable Wi-Fi Service, the CIO makes no promise that the Wi-Fi Service will meet the Hirer’s requirements. The CIO cannot guarantee that the Wi-Fi Service will be fault-free or accessible at all times.

(ii) It is the Hirer’s responsibility to ensure that any Wi-Fi enabled device used by the Hirer is compatible with the Wi-Fi Service. The availability and performance of the Wi-Fi Service is subject to all memory, storage and other limitations in the Hirer’s device. The Wi-Fi Service is only available when it is within its operating range.

(iii) The CIO is not responsible for data, messages or pages that the Hirer may lose or that become misdirected because of the interruptions or performance issues with the Wi-Fi Service or wireless communications network generally. The CIO may impose usage or service limits, suspend service or block certain kinds of usage, in the CIO’s sole discretion, to protect other users of the Wi-Fi Service. Network speed is no indication of the speed at which the Wi-Fi Service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.



### **30.4 Privacy and Data Protection**

- (i) The CIO may collect and store personal data through the use by the Hirer of the Wi-Fi Service.
- (ii) The CIO may process all information which is provided in connection with the use of the Wi-Fi Service about the Hirer:
  - (a) in accordance with the Hirer's legal rights under any Data Protection legislation; and
  - (b) solely for the purposes of offering the Wi-Fi Service.

### **31. Safeguarding**

A Hirer who intends using The Property for an activity (other than a private party for invited family and friends) which includes, or is likely to include, Vulnerable Persons:

- (i) will be responsible for the welfare and safeguarding of such Vulnerable Persons while using The Property;
- (ii) must on request, provide a copy of their safeguarding policy, details of the activity and method of supervision of Vulnerable Persons and evidence that all relevant safeguarding measures, including any necessary DBS checks, have been carried out; and
- (iii) must comply with the relevant provisions of the Charity's Safeguarding Policy, a copy of which has been published on the CIO's website ([www.dunsfold.info](http://www.dunsfold.info)), including, in particular, the obligation to report any safeguarding incidents or concerns.

### **32. Liability**

The CIO shall not be liable to the Hirer for any direct, indirect or consequential loss (including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss) exceeding twice the amount of the Hiring Fee arising out of or in connection with the Hiring Agreement as a result of the CIO's failure to comply with any of its obligations.

## **Special Conditions of Hire**

### **1. LOCKING-UP PROCEDURE**

#### **The Main Hall**

Unless agreed otherwise with the Bookings Secretary, the last person must leave via the external kitchen door, having first made sure that –

#### **1.1 Doors & Windows**

- (a) All external doors have been locked –
  - (i) The main door on the west (main road) side must be locked with the large key.
  - (ii) The double fire exit door on the north side must be left in the closed position.
  - (iii) The fire exit door on the east side at the end of the passageway near the women's WC must be left in the closed position.
  - (iv) The catch on the external kitchen door must be put in the locked position.
- (b) All internal doors have been closed.
- (c) All windows have been closed.

### ***1.2 Electrical and appliances***

- (a) All lights have been turned off.
- (b) All kitchen appliances (other than the refrigerator) have been turned off.
- (c) The refrigerator is empty

### ***1.3 Heating***

- (a) The three radiator fans in the hall and the one in the kitchen have been left in the **on** position (III on the dial).
- (b) All the radiator controls have been left in the open position (calling for heat).
- (c) The heating thermostats on the wall near the kitchen have been left so that –
  - (i) The left-hand room temperature thermostat registers 22 degrees.
  - (ii) The right-hand frost protection thermostat registers 5 degrees.

### ***1.4 Tidiness & Rubbish***

- (a) The Main Hall has been left clean and tidy with all contents returned to their proper places.
- (b) All rubbish has been removed or arrangements made for removal.

## **The Nugent Room**

A similar locking-up procedure applies to the Nugent Room, subject to the following –

Unless agreed otherwise with the Bookings Secretary, the last person must leave via either the door at the west (main road) side or the door at the east (car park) side, having first made sure that -

### ***Doors & Windows***

- (a) All external doors have been locked –
  - (i) The door on the west (main road) side must be pulled firmly shut ensuring that the yale lock is engaged.
  - (ii) The door on the east (car park) side must be firmly closed ensuring that the lock is engaged.
- (b) All internal doors have been closed. If both the Main Hall and the Nugent Room have been hired the doors onto the stage in the Main Hall from the Nugent Room should be closed shut using the locking handles.
- (c) All windows have been closed.

## **2. NO STILETTO HEELS**

Shoes with stiletto heels must not be worn in the Property and the Hirer must warn any guests in advance of this prohibition.

## **3. SPECIAL CONDITIONS RELATING TO COVID-19 SAFETY**

### **3.1 Restrictions on use of the Property**

The Hirer must not use the Property for a purpose which is prohibited by any relevant legislation relating to Covid-19.

### **3.2 Compliance with legislation and Government guidance relating to Covid-19**

The Hirer must comply with, and will be responsible for ensuring that during the use of the Property those attending the activity or event in the Property comply so far as applicable with, the legislation and Government guidance relating to Covid-19.

### **3.3 Disposal of Rubbish**

The Hirer will be responsible for the disposal of all rubbish created during the hiring, including tissues and cleaning cloths, in the rubbish bags provided in the kitchen of the Main Hall and by the washbasin in the Nugent Room before the Hirer leaves the Property.

### **3.4 Closure of the Property for Safety Concerns relating to COVID-19**

The CIO will have the right to close the Property if there are safety concerns relating to Covid-19, for example, if someone who has attended the Property develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions in this clause 3 are not being complied with, whether by the Hirer or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, the CIO will do its best to inform the Hirer promptly and the Hirer will not be charged for the Period of Hire during which the Property is closed.

### **3.5 Someone becoming Unwell with Suspected COVID-19 Symptoms**

In the event of someone on the Property becoming unwell with suspected Covid-19 symptoms the Hirer must

- remove the person to the designated safe area, which is on the stage;
- provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing to all those in the Property;
- ask the others in the Hirer's group or organisation to provide contact details if the Hirer does not have them;
- then require everyone to leave the Property, observing the usual hand sanitising and social distancing precautions and advise them to launder their clothes when they arrive home; and
- inform David Airey: 01483 200575; [d.airey1@btinternet.com](mailto:d.airey1@btinternet.com).

### **3.6 Miscellaneous**

Where a sport, exercise or performing arts activity takes place the Hirer must organise the activity in accordance with guidance issued by the relevant governing body for the activity.