

# **BREDFIELD VILLAGE HALL**

Charity Number 304714

## **CONSTITUTION, GOVERNANCE and OPERATING PROCEDURES**

Date: 30 April 2024

Revised 14 August 2024

Version : ELEVEN

## **CONTENTS**

### **PART ONE – CONSTITUTION**

Introduction	Page 4
Object of the Charity	4
Committee of Management	4
Annual General Meeting	5
Meetings of the Committee	5
Rules	6
Insurance	6
Income	6
Disposal	6

### **PART TWO – GOVERNANCE**

Introduction	7
Object of the Charity	7
Title to the Hall	7
Management Committee	7
Bredfield Townland Charities	8
Memoranda of Understanding	8

### **PART THREE – OPERATING PROCEDURES**

Introduction	9
Management Committee	9
Finance	9
Gift Aid	10
Hire of the Hall	10
Maintenance	10
Development	11
Licensing	11
Protection of young and vulnerable people	11

Fire	11
Health and Safety	11
Storage	11
Property Lost or Found	12
Caravans	12
Asset Register	12
Data Retention Policy	12
Employees	13
Contracting out	13
Cleaner	13

#### **PART FOUR – ANNEXES**

ANNEX A	Current Committee of Trustees	14
ANNEX B	Duties of the Committee	15
	1 Duties of the Chair	17
	2 Duties of the Vice-Chair	17
	3 Duties of the Secretary	18
	4 Duties of the Treasurer	19
	5 Duties of the Booking Secretary	20
	6 Duties of the Website Administrator	20
	7 Duties of the Bar Manager	20
	8 Duties of Appointed (Representative) Members	21
	9 Duties of Co-Opted Members	21
ANNEX C	Sub-Committees & Individual Responsibilities	22
	1 Finance	22
	2 Development	22
	3 Fundraising/Entertainment	22
	4 Maintenance Team	23
	Routine Checks	24
	Improvement Procedure	25
	5 Booking Team	26
	6 Website Team	26
	7 Bar Team	26
	Current make-up of Sub-Committees and Teams	27
	8 Cleaner’s Duties	28

ANNEX D	Asset Register	29
ANNEX E	Hiring Arrangements	32
	1 Booking Process	32
	2 Hiring Charges	33
	3 Hiring Agreement	34
	4 Regular Users Hiring Agreement	35
	5 Hiring Agreement Summary of Conditions	36
	6 Standard Terms and Conditions of Hire	37
	7 Guidelines for Organisers of Caravan Events	46
	8 Food Hygiene Policy	47
ANNEX F	Fire Safety Policy	48
	Table 1 People at Risk	50
	Table 2 Escape Routes	51
	Table 3 Fire Risk Assessment	52
	Table 4 Fire Equipment	53
	Fire Instructions	54
ANNEX G	Health and Safety Policy	55
	Basic Risk Assessment	56

## **PART ONE**

### **CONSTITUTION**

#### **1. INTRODUCTION**

Bredfield Village Hall is a Registered Charity (304714), run and maintained by Trustees, for the benefit of the residents of Bredfield and its environs. Its status arises from and is defined by a Trust Deed dated 5 April 1949 in which William Kenneth Richardson conveyed a four-acre field to the original two Trustees. The Charity is considered as covering both the activities of, within, and on behalf of Bredfield Village Hall and the land comprising the Trust Premises described in the Trust Deed.

The Trust Deed is the Governing Document and sets out the administration and management provisions for the Charity, which are summarised below. The original deed will be stored securely within the Village Hall.

#### **2. OBJECT OF THE CHARITY**

The Charity is to maintain and provide a Hall and associated Playing Field for the use of the inhabitants of the Parish and its immediate vicinity without distinction of political, religious or other opinions etc., to advance education and provide facilities in the interest of social welfare for recreational and leisure time activities with the object of improving the conditions of life for the said inhabitants.

#### **3. COMMITTEE OF MANAGEMENT**

The Charity is to be managed and administered by a Committee of Management, to act as the Charity Trustees within the meaning of Section 46 of the Charities Act 1960.

The Committee will consist of fourteen members (exclusive of members who may be co-opted). These will be four elected members and ten Appointed or Representative Members representing village organisations.

In addition, the Committee may co-opt not more than four members to represent interests other than the organisations.

If any organisation ceases to exist or fails to appoint a representative before the Annual General Meeting each year, then the Annual General Meeting shall decide in what way the vacancy shall be filled.

In the event of any organisation being formed with aims that are not inconsistent with the aims of the charity, they may be allowed to appoint a representative following a resolution of the Committee passed at a meeting at which two-thirds vote in favour.

Any member who is adjudged bankrupt or makes a composition or arrangement with his/her creditors or is incapacitated from acting or communicates in writing to the Committee a wish to resign shall thereupon cease to be a member.

All members shall retire from office at the next Annual General Meeting after they come into office but may be re-elected or re-appointed at the same meeting.

Casual vacancies in the membership do not invalidate the proceedings of the committee.

Members are to sign a Declaration of Acceptance of the Codes and Practices and Responsibilities of being a Trustee of a Charity on being appointed.

#### 4. ANNUAL GENERAL MEETING

There is to be an Annual General Meeting in the month of April or as soon as practicable thereafter. Public notice shall be given at least 7 days before the date of the meeting, and should ideally be 14 days. All inhabitants of the parish over the age of 18 are entitled to attend and vote at the AGM.

The charity trustees may, in their discretion, make such arrangements as they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. Such arrangements may, without limitation, include arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms.

All members of the Committee shall retire at the AGM but are eligible for re-election. Members present shall elect a new Chair immediately. Chair and Vice-Chair are always eligible for re-election.

The standing Chair shall preside over the AGM until the election of the new committee.

The accounts for the charity for the preceding year are to be presented at the AGM.

#### 5. MEETINGS OF THE COMMITTEE

In addition to the AGM the Committee is to hold at least one Ordinary Meeting per year. Notice shall be given at least 7 days before the date of the meeting, but should ideally be 14 days.

A Special or Extraordinary Meeting to discuss something important or unusual, may be summoned at any time by the Chair or by any 2 members with 7 days clear notice being given to all other members of the matters to be discussed.

A quorum is to be not less than one-third of total members.

In the absence of both Chair and Vice-Chair, the members present may choose one of their number to be Acting Chair for the duration of the meeting.

Decisions are determined by a majority of votes cast by members present at a meeting. The Chair shall hold a second or casting vote if necessary.

A minute book is to be kept.

#### 6. RULES

The Committee is empowered to:

- Set the Terms and Conditions for the use of the Hall and Playing Field and set charges for such use.
- Appoint a Booking Secretary, Treasurer and any other unpaid officers as considered necessary from the members.
- The Committee may accept donations for the direct support of the general purposes of the charity.
- The Committee shall have powers to appoint sub-committees, which may include persons other than members of the committee.

The Committee may delegate any of its functions to such sub-committees. A sub-Committee may co-opt not more than one sixth of its number from non-Committee members. Sub-Committees remain accountable to the full Committee.

#### 7. INSURANCE

The Committee is required to insure the building, furniture and effects to their full value against fire and the usual risks and also maintain public liability insurance to cover the Committee against any claims of loss or injury by those using the Hall. Hirers of the Hall should be advised that they may need additional cover for their activities.

The insurance is currently with Zurich Insurance Group. The Treasurer will review competitive quotes at the annual renewal. Any changes to the insurer should be approved by the Committee.

#### 8. INCOME

The income of the charity is to be paid into a Trust Account and the monies applied as the Committee decide, on insuring, maintaining and repairing the property, furniture and effects and any other outgoings for the upkeep and improvement of the Trust Premises as required in furthering the object of the charity.

#### 9. DISPOSAL

If the Committee by a majority decides that on the grounds of expense or otherwise it is necessary to discontinue the use of the Trust Premises in whole or part, it shall call a public meeting of the inhabitants of the Parish of Bredfield, giving not less than 14 days' notice in a public place, electronically and by notices placed in local newspapers. If such a resolution is confirmed by a majority of such inhabitants present at the meeting the Committee may with the consent of the Charity Commissioners, let or sell the property or any part thereof. All monies arising from such letting or sale (after satisfaction of any liabilities) shall be used either in the purchase of other premises or towards other charitable purposes or objects for the benefit of the inhabitants of the parish of Bredfield.

## **PART TWO**

### **GOVERNANCE**

#### **10. INTRODUCTION**

The Committee is to operate within the provisions of the Trust Deed and where this appears to be archaic or lacking in guidance for the contemporary situation, within the spirit of the original Charity Commission Scheme and in accordance with the Charities Act 2006. If there is any perceived conflict between the Trust Deed and the Constitution, the Trust Deed shall have precedence. Where there is sufficient variance to warrant it, the Committee may apply to the Charity Commission for amendment to the existing Trust Deed.

#### **11. THE OBJECT OF THE CHARITY and APPLICATION OF INCOME**

The Committee considers that it has a duty not only to maintain the Hall and associated Playing Field, but also to improve the facility to better meet contemporary needs, with due attention to environmental issues.

#### **12. TITLE TO THE HALL (Vesting Order)**

By a Vesting Order of 29 July 1949, the title to the property and land is held in the name of the Official Custodian for Charities on behalf of the Charity. The property is managed by the Committee on behalf of the Official Custodian for Charities. Under the provisions of Section 22(2) of the Charities Act 1993 the Committee may carry out a transaction as if the property were held in the names of individual Committee Members

#### **13. THE MANAGEMENT COMMITTEE**

The Committee shall consist of elected and appointed members. Elected members are those people who come forward in their own right to serve as committee members. They are selected by the Annual General Meeting, usually by a show of hands. Appointed or Representative members are to be from organizations within the Parish of Bredfield. If the committee decides that certain people may be useful to the running of the charity, because they have a special skill or experience, then they can be co-opted to join the committee.

The Committee aspires to elect officers to the key positions:

- Chair
- Secretary
- Treasurer
- Booking Secretary

A Vice-Chair may be elected if thought necessary, but is not to be regarded as mandatory.

The Committee also aspires to identify elected or representative members who will lead on issues as the following titles imply:

- Fundraising
- Maintenance
- Website Administration
- Bar Management



While the Trust Deed lists defunct organisations, the Committee considers the following organisations are currently relevant and entitled to provide members:

Bowls Club

Parish Council

Parochial Church Council

Village Shop

Where there are vacancies caused by there being insufficient eligible organisations to complete the number of Representatives specified in the Trust Deed, then under clause 8 of the Deed, the Annual General Meeting shall decide in what way the vacancy shall be filled.

Clause 8 is therefore used by the Committee to appoint members to represent the interest of the users of:

Play Area

Sports Courts

Playing Field

The Committee accepts that where those organisations are already represented by an Elected Member, the organisation need not appoint a Representative.

Statutory powers provided to the Committee by the Charity Act 1993, as amended by the 2006 Charity Act, enable the Committee to amend the constitution of the Committee by a proposal to, and with the agreement of, an AGM. The record of such an AGM would need to be sent to the Charity Commission so that the Register of Charities may be amended. It should be noted that there must be a good reason to initiate such a procedure, as it represents a major undertaking and caution should be exercised.

The Constitution and Governance Document should be seen as a dynamic document, and is to be regularly reviewed to ensure that it continues to be relevant. Any suggested changes or amendments should be approved at a full Committee meeting.

#### 14. BREDFIELD TOWNLAND CHARITIES

The Village Hall Committee should seek to designate two members to serve as Trustees on Bredfield Townland Charities. These nominations should be agreed at the Annual General Meeting each year.

#### 15. MEMORANDA OF UNDERSTANDING

The Village Hall Committee has agreed Memoranda of Understanding with the Village Shop Community Interest Company and the Bredfield Playing Field Bowls Club to describe mutual responsibilities and liabilities.

## **PART 3**

### **OPERATING PROCEDURES**

#### **16. INTRODUCTION**

The Committee of Trustees is committed to operating and maintaining Bredfield Village Hall and Playing Field in accordance with the law and the requirements of the Charity Commission for the benefit of the residents of Bredfield and its environs.

#### **17. COMMUNAL RESPONSIBILITY**

Bredfield Village Hall (together with its associated parking and playing areas) is a community resource. As such, Trustees should encourage Users to strive at all times to take good care of the facilities and always leave them in a state of readiness for the next Users. Procedures exist for making comments and reporting problems.

#### **18. MANAGEMENT COMMITTEE**

The duties of the Management Committee are set down in Annex B and its appendices.

#### **19. FINANCE**

The Committee has established the following enduring principles:

Letting income should be set at a level to cover all overheads and should be adjusted as part of a policy to always maintain a balanced budget plus a surplus for the reserve fund

Banking of hiring deposits: Deposits should be banked before the event as security against failure to clear.

Charity Commission: The Secretary is to be the principal point of contact and has a duty to update the Charity Commission on all matters. The Secretary will possess a log-in and password to complete certain updates on-line. The log-in and password are related to the Charity and not the Secretary, and may therefore be used by other officers of the Trust.

Bank accounts: The Village Hall operates two accounts – a current account and a business savers account with Barclays Bank. The two Barclays accounts are registered for management Online. All accounts are “2 signatory” accounts whether for issuing a cheque, for moving funds between accounts or authorising payments online. There should be three authorised signatories: Chair, Treasurer and Secretary. Any changes to these arrangements should be approved by the Committee.

Reserve funds: The level of reserves should be reviewed by the Committee from time to time. At the time of this version it has been agreed that a reserve fund of £5,000 be maintained to cover unforeseen emergencies and requirements.

In year accounting: The accounts are to be kept in accordance with Charity Commission requirements. The accounts are to identify income and expenditure amounts in sufficient detail for the Trust to assess the financial situation as and when required. The end of year accounts shall be subjected to an independent examination, as specified by the Charity Commission for our level of income and expenditure. There is no requirement for an independent audit. The financial year runs from 1 April to 31 March.

Utilities: It is to be noted that the VAT rate for not-for-profit buildings such as the Village Hall is set at a non-standard rate. Should energy suppliers be changed, they must be advised of this fact.

Electricity: is currently supplied by E.ON. A Direct Debit from the Current Account is established.

Water: is currently supplied by Wave (Anglian Water). A Direct Debit from the Current Account is established.

Heating Oil: the oil tank has a capacity of 1225 litres of heating oil and is provided with a remote monitor to indicate levels. The Lead Maintenance Team member has the responsibility of monitoring the level of oil and liaising with the Treasurer for ordering when considered necessary.

Rates: The Village Hall benefits from Mandatory 80% Relief on Non Domestic Rates and is required by Suffolk Coastal District Council to make an annual application for renewal of the additional 20% top up in order to provide full relief from paying rates.

Website and WiFi Service Provider: Hosted by Freeola.

Spending Authority: The following spending limits currently apply:

Maintenance Team: Are authorised to spend up to £100 without reference to other Committee members.

Treasurer (see *DUTIES OF THE TREASURER* below): May settle utility bills and other standard service bills (e.g. insurance premiums, licensing fees) necessary for administration regardless of amount.

May agree and settle bills for maintenance and repair up to £500, provided such funds are available in the current account without reference to other officers.

May, with the authorisation of another relevant officer (Chair or Vice-Chair or Secretary) agree and settle bills for administration, repair and maintenance up to £1,000. Items over the value of £1,000 are to be authorised by the full Committee, although in an emergency the Chair and Treasurer may authorise spending over £1,000.

Management Committee: The Committee will discuss and agree expenditure in excess of those above whilst recognising that justifiable and expedient actions will sometimes be necessary. The Committee may give purchasing authority to a particular Committee Member or Members to act on its behalf for a specific purpose.

## 20. GIFT AID

The Village Hall is registered with HMRC for gift aid which allows claims to be made on donations to the Hall, this adds approximately 25% to the value of any gift made. The Treasurer is the Authorised Official for this.

## 21. HIRE OF THE HALL

The Terms of Hire are set down at Annex E. If accepted and approved an application for the hire of the Hall or Playing Field the relevant documents amount to a contract between the Hirer and the Committee. The mechanics of hiring, with Terms and Conditions are set down in Annex-E.

## 22. MAINTENANCE

All routine maintenance is to be monitored by the Committee members responsible and any urgent issues raised with the Chair. The Chair and responsible committee members are to establish a maintenance plan for the forthcoming year in conjunction with the Committee. A fault / comments book is to be kept in the Hall for Users to report problems.

## 23. DEVELOPMENT

The Chair is to direct an annual development review, and through the Committee establish a plan to allow the Hall and Playing Field to continue to offer updated facilities and comply with legislation.

## 24. LICENSING

Alcohol: The Hall possesses a Premises Licence PREM 2120 that covers the sale or supply of alcohol. The Premises Licence is held collectively by the Trustees, requiring one of them to be present in the Hall and to act as the licensee if alcohol is to be sold under the licence. The Booking Secretary will establish whether a hirer intends to sell or supply alcohol during an event and if so, advise of the necessity of applying for a Temporary Event Notice (TEN). A single premises, such as the Hall, may have a maximum of 12 TEN events in a twelve-month period.

Performing Right Society and Phonographic Performance: The Committee purchases the combined annual licence from the Performing Right Society (PRS) and a Phonographic Performance Licence (PPL) which allows the playing of incidental music in the Hall.

Public Entertainment: The Hall is licensed for a range of public entertainment under the Premises Licence under the Licensing Act 2003 which allows the premises to be used for such purposes until 12.00 midnight on Monday to Friday, until 11.45 p.m. on a Saturday and 10.30 p.m. on a Sunday.

Gaming Act 2005 Registration: The Chair shall act as Promoter for registration for a Small-Scale Lottery with the Secretary and Treasurer certifying returns to the Local Authority.

## 25. PROTECTION OF YOUNG AND VULNERABLE PEOPLE

The Management Committee is fully committed to safeguarding all individuals using or assisting with running the Hall. Hirers must be made aware when booking of their responsibilities for a duty of care of children, young people and vulnerable adults attending events in the Hall and must comply with current legislation relating to protection. Hirers must further ensure that full and appropriate supervision of all children's activities and that any supervisors are properly accredited.

## 26. FIRE

The Committee is committed to operating and maintaining Bredfield Village Hall in accordance with the Regulatory Reform (Fire Safety) Order 2005. A plan showing the location of fire appliances and exits is to be displayed in the Hall. For Fire Safety Policy and Assessment see Appendix F.

## 27. HEALTH AND SAFETY

The Committee of Trustees recognises its responsibility in law, to maintain a safe environment for Users and Hirers of the Hall. It will review its Risk Assessment and the provisions arising annually.

The Committee of Trustees cannot be fully responsible for the Health and Safety aspects of activities that are not under its control. However, it must do all it can to alert Users and Hirers of the Hall to recognise their own responsibilities to Health and Safety in respect of their activities.

An accident book is to be maintained for the recording of any incidents or accidents in the Hall, the Secretary having the responsibility for checking this regularly.

For the Health and Safety Policy and Risk Assessment see Appendix G.

## 28. STORAGE

When not in use chairs are to be stored on the stage area whilst tables are to be placed in the storeroom. Ten tables should be left in the main body of the Hall, stacked equally in the corners

adjacent to the boiler room and entrance. Twenty-one chairs (three stacks of seven) should be positioned between the boiler room and kitchen.

### 29. PROPERTY LOST/FOUND

Any property found on the premises should be placed in the Foyer or Cloakroom for subsequent retrieval. Valuables should be handed to one of the Trustees, who may give a receipt if required. Unclaimed property left for more than a month may be disposed of.

### 30. CARAVANS

Organised caravan events are allowed on the Playing Field, but to minimise the disturbance to the residents as far as possible, caravans must be pitched around the north and east sides of the field and not pitched behind the houses at the southwest edge of the field and beside the Sports Courts. Generators will not be allowed. Adequate pathways for walkers must be allowed so as not to block the public footpath which runs along the full length of the southern edge of the Playing Field - to the north of the Sports Courts and the South (rear) of the Bowls Club building.

### 31. ASSET REGISTER

This is a list of all assets owned by the Charity, including property and equipment and is to be maintained by the Secretary. This not only records what the Charity owns, but can be used in support of any insurance claim in the event of theft, loss or damage. An Inventory Check should be carried out on an annual basis to confirm the status of each item.

### 32. DATA RETENTION POLICY

To meet requirements under the Data Protection Act 1998, Freedom of Information Act 2000, EU General Data Protection Regulation 2016 and Human Rights legislation, it is necessary to have a policy on the management of records. Records shall be kept secure by the use of a firewall on personal computers and, where appropriate, with passwords on files. Records can be requested by an individual and so should contain only relevant information. Personal information should not be published without consent. Some records need to be retained for a specified period to satisfy legal, financial and other requirements. The following guidelines should be applied and records deleted when redundant or at the end of their retention period:

<u>Item</u>	<u>Period</u>	<u>Responsible</u>
Income and Expenditure books/spreadsheets	retain indefinitely	Treasurer
Copies of paid invoices	6 years	"
Bank Statements	last completed audit year	"
Bank paying-in books	last completed audit year	"
Annual Audit Return	indefinitely	"
Audit documentation incl. correspondence	6 years	"
Certificate of Public Liability Insurance	3 years	"
Insurance Documentation including policies	3 years	"
Approved Minutes	indefinitely	Secretary
Correspondence/General Admin files	6 years	"
Inspection sheets (fire / electrical)	6 years	Maintenance
Inspection Certificates (fire / electrical)	6 years	"
Booking Diary/Hiring Agreements	6 years	Booking Sec.
Relevant Emails relating to above subjects	as manual records above	
<i>Note: routine/trivial emails may be destroyed</i>		

### 33. EMPLOYEES

As a guiding principle, the Village Hall prefers to avoid the direct employment of staff.

### 34. CONTRACTING OUT

The committee may, at its discretion, contract any part of its operational activities to third parties. Any such contractor who is self-employed must satisfy the committee that he/she is so registered with HMRC and therefore absolves the Hall of any Tax liability in this respect. He/she must have his/her own public liability insurance if not covered by the Hall's liability insurance.

### 35. CLEANER

A cleaner should be employed, but need not be a member of the Committee. They should be self-employed, to ensure that the Hall will not be responsible for the individual's tax or NI liability. The Committee should be aware that if the individual is not self-employed, the Hall will be responsible.

Before engaging a cleaner, the Village Hall Management Committee should work through the following steps:

1. Confirm with the individual concerned that they understand that they will be regarded as being self-employed by the Management Committee.
2. Advise the individual that the Committee may require evidence to show that they satisfy the criteria for a self-employed person and that they are registered with HMRC as self-employed.
3. Agree with the individual on their payment terms, i.e. weekly, monthly, an annual amount and how the individual expects this to be paid.
4. Ask the individual what equipment and materials they will supply to do the job and what they may charge extra for. If the individual is truly self-employed, they will provide some of their own equipment and materials.

It is not the role of the Hall to issue a contract but they should set out a list of the work they expect to be done (see Annex C-5). There is no formal written contract, but the Hall should write to the individual agreeing the terms of business and include this list. That letter will be the contract for service.

The pay of the cleaner should be reviewed every year, and should be above the National Living Wage.

**PART 4**

**ANNEXES**

**ANNEX A**

CURRENT COMMITTEE OF TRUSTEES FOR THE YEAR 2024 – 25

The following members comprise the Committee:

<u>Appointment</u>	<u>Incumbent</u>	<u>Position / Lead for</u>
<i>Elected (4):</i>		
Elected 1	Anne Henderson	Chair
Elected 2	David Harker	Secretary
Elected 3	Stephen Cook	Treasurer
Elected 4	Tony Bence	Booking Secretary
<i>Appointed Members of Organisations (up to 10):</i>		
Bowls Club	Chris Norman	
Parish Council	David Hepper	
Village Shop	David Hepper	
Parochial Church Council	Paul Cannard	
<i>In lieu of organisations, in accordance with Clause 8:</i>		
Play Area & Sports Courts	Stephen Seargeant	
Playing Field	Matthew Blowers	
<i>Co-opted (up to 4):</i>		
One	Tim Dean	
Two	Chris Woods	
Three		
Four		

## DUTIES OF THE COMMITTEE

### INTRODUCTION

The responsibilities of the Committee Members as Charity Trustees are set down in The Charities Act 2006 and is more readily accessible in both:

The Charity Commission booklet *'The Essential Trustee'*  
ACRE's Village Hall Information Sheet 17 - *Trustees: Roles and Responsibilities*

Committee Members of Bredfield Village Hall are Charity (or Managing) Trustees, who manage the Charity on a day-to-day basis. They are required to act always for the good of the Charity and in compliance with the Trust Deed and prevailing legislation.

### GENERAL DUTIES

The General Duties of each of the Members of the Committee of Trustees are to:

- Acknowledge their responsibilities as set down in guidance literature, the Trust Deed and confirm the fact at the beginning of each year in office.
- Act reasonably and prudently and not speculate with the Charities assets
- Ensure that the Charity is fully insured against loss and claim.
- Comply with "all and every" legal requirement
- Maintain financial stability
- Act together for the good of the Charity
- Avoid conflicts of interest – Trustees must remain beyond approach
- Extend apologies to the Secretary prior to any Committee Meeting which they may be unable to attend.

### LIABILITY

Trustees may be liable for their actions if they have acted:

- In breach of the governing document
- Unwisely with Charity assets resulting in a loss to the Charity
- Illegally

Where a loss occurs despite the best and reasonable efforts of the Trustees it is not probable that they will be held liable.



## GOOD PRACTICE

ACRE's Information Sheet 17 offers the following guidance to Trustees:

- Follow the governing document (which is the Conveyance Deed, outlined in the first pages of this document)
- Attend meetings
- Act collectively
- Keep written notes and minutes of decisions made
- Ensure the Treasurer presents regular financial reports
- Ensure that the property and committee are adequately insured
- Obtain professional advice when needed
- Act with due care and prudence
- Ensure the property is well maintained
- Keep all licences up to date

When preparing correspondence on behalf of the Committee, the Registered Charity Number 304714 should always be quoted (or incorporated in the letterhead).

## TRUSTEE INDEMNITY INSURANCE

Committee Members should be alert to the availability of this sort of insurance, which is to cover claims for financial losses to third parties caused by trustees who have not carried out their duties properly. The current view of the Committee is that liability risk to them as Trustees is included in the conventional insurance policy, but they should regularly review their posture, to ensure that such cover is provided.

DUTIES OF THE CHAIR

In addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, the Chair is to:

- Be the principal Trustee and the 'face' of the Charity
- Guide and mentor other Committee Members as required
- Chair meetings of the Committee
- Guide and steer, but not direct, discussions at meetings
- Use a second, or casting vote, at meetings
- Keep meetings focussed and completed in as short a time as possible
- Approve the Secretary's draft agenda for a future meeting
- Be the principal signatory to the Treasurer's actions on behalf of the Committee
- To ensure that the Constitution and Governing Document is reviewed regularly and kept up to date
- review the hiring charges and fees annually
- Initiate an Annual Development Review
- Ensure that the activities of Sub-Committees are co-ordinated

DUTIES OF THE VICE CHAIR

The Committee may consider it necessary to have a Vice Chair, and if so, then in addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, the Vice Chair in the absence or non-availability of the Chair is to assume the duties of the Chair as set out above, in particular the second signatory role and approval of the Treasurer's bill paying actions.

### DUTIES OF THE SECRETARY

In addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, the Secretary is to:

- Maintain the formal records of meetings
- Maintain the files and records of the Charity
- Responsible for ensuring Data Retention Policy regarding minutes, correspondence etc. as outlined in paragraph 31 is followed
- Maintain the Trust's Constitution, Governance and Operating Procedures for the Village Hall
- Provide each Trustee with a copy of the Constitution, Governance and Operating Procedures for the Hall
- Prepare any amendments or changes to the Constitution, Governance and Operating Procedures and circulate to the Trustees
- Ensure that Trustees are aware of their responsibilities as a Trustee and make sure they have acknowledged their acceptance by signing the Codes and Practices and Responsibilities on an annual basis
- Act as the principal contact between the Committee and the Charity Commission to complete the yearly Financial Statement, and, if required, the Trustees Annual Report
- Maintain a non-conformance and complaints list for Trustees
- Ensure compliance with Routine Maintenance Checks (Annex C-3)
- Maintain the Asset Register
- Regularly check the Accident Book
- Check that required legal standards for the Hall and Playing Field are being met (e.g. annual ROSPA inspection of the play area equipment for EN1176 compliance)
- Prepare and despatch any correspondence as required by the Committee
- Maintain a file of correspondence and alert the Chair and Committee as required, of any important issues
- Contact the entitled organisations and groups annually before the AGM to elicit Representative Membership for the coming year
- To give notice to Committee Members of a planned meeting, at least fourteen days beforehand
- Prepare a draft agenda for the approval of the Chair in time for it to be issued to members one week prior to any meeting
- To draft minutes within one week of any meeting
- To liaise with the Website Administrator to ensure that all information and documents are up to date including notices and minutes of meetings
- Be the contact for the [secretary@bredfieldvillagehall.org.uk](mailto:secretary@bredfieldvillagehall.org.uk) email address

DUTIES OF THE TREASURER

In addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, the Treasurer is to:

- Maintain an accounting system on behalf of the Committee
- Make a financial statement (Treasurers Report) at each Committee meeting; if unable to attend a meeting a written report should be provided
- Regularly review and advise the Chair and Committee on the most suitable banking arrangements for the purposes of the Charity
- Regularly review and maintain the Insurance Policies in accordance with the current needs of the Charity and the law
- Prepare a budget plan for consideration at the AGM, noting any planned expenditure
- Arrange for an independent review of the accounts at the end of the year
- Be the Authorised Official for HMRC to deal with Gift Aid
- Is responsible for ensuring Data Retention Policy for income and expenditure books, invoices, bank statements, audit material, cheque stubs and insurance documentation, as outlined in paragraph 31 is followed
- Invoice Hirers of the Hall using information from the online booking system and the Booking Secretary

The Treasurer is authorised to:

- Hold the cheque books, paying-in books and receive statements from the Bank
- Issue cheques in settlement of all properly invoiced bills for services provided to the Charity; a second signatory is required, usually the Chair
- Issue written instructions to the Bank to move assets between accounts. A second signatory is required, usually the Chair.
- To establish and amend Direct Debit / Standing Orders for routine bills regardless of the amount.
- To register and manage banking accounts for Internet Banking
- To initiate claims for Gift Aid with HMRC as and when necessary.
- Be the contact for the [treasurer@bredfieldvillagehall.org.uk](mailto:treasurer@bredfieldvillagehall.org.uk) email address

As outlined in the Duties of the Management Committee, the Treasurer may:

- Settle conventional utility and other standard services bills, regardless of the amount
- Agree and settle minor bills for administration, maintenance and repair up to £500, provided such funds are available, without reference to other officers.
- Agree and settle bills for administration, maintenance and repair up to £1,000 with the authorisation of the Chair.

With the exception of conventional utility and other standard services bills, items over the value of £1,000 are to be authorised by the full Committee, although in an emergency, where this would incur an unnecessary delay in action, the Chair and Treasurer may authorise spending over £1,000.

**DUTIES OF THE BOOKING SECRETARY**

In addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, will:

- Lead the Bookings Team
- Be the contact for the [bookings@bredfieldvillagehall.org.uk](mailto:bookings@bredfieldvillagehall.org.uk) email address
- Maintain a record of correspondence with hirers for access by the Bookings Team
- Maintain a record of the contact details for hirers for access by the Bookings Team and pass these to the Treasurer for invoicing.
- Ensure that hirers complete the appropriate hiring conditions form and pass it to the Treasurer.
- Inform the Treasurer of charges agreed with each hirer based upon the current published rates
- Inform the Treasurer of any deposit required from a hirer
- Liaise with the Chair on exceptional requests for hiring the hall or the playing field

**DUTIES OF THE WEBSITE ADMINISTRATOR**

In addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, will:

- Lead the Website Team to maintain the Village Hall Website
- Be responsible for maintaining website hosting and domain registration
- Contribute to the design of the website to integrate with accounting and custom management systems
- Ensure that the software is operating correctly
- Recommend web site improvements and generate and revise webpages
- Implement web site security measures, such as firewalls
- Maintain and monitor usage of the wireless internet access for the whole of the site.

**DUTIES OF THE BAR MANAGER**

In addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, will:

- Lead the Bar Team to operate a bar when required at Village Hall events
- Maintain a Stock List and oversee purchase of stock in discussion with the Treasurer
- Maintain a Pop-Up Bar Volunteers WhatsApp group to liaise with and schedule bar staff
- Liaise with the Fundraising and Entertainment Team on dates for events and their publicity
- Ensure that systems are in place to comply with the Hall's Premises Licence and its relevant policies

DUTIES OF THE APPOINTED (or REPRESENTATIVE) MEMBERS

In addition to the General Duties of a Member of the Committee of Trustees, as set out in Annex B, an Appointed Member is to represent the particular interest of the User organisation or group.

Appointed Members are full voting Members of the Committee and, accordingly, are expected to participate fully in the activities of the Committee. In law, they have a first duty to the Hall Charity and **not** to their organisation or group.

Appointed Members may, and are encouraged to take a lead role for a specific function, as set out under Committee in Part 2 - Governance.

Elected Members may also act as a Representative Members in respect of a particular User organisation or group.

DUTIES OF THE CO-OPTED MEMBERS

Up to four people may be added to the Committee of Trustees because they have a special skill or experience which may be required by the Committee. As co-opted members they are elected by the committee as required and not at the annual general meeting. In addition to the General Duties of a Member of the Committee Trustees, as set out in Annex B, a co-opted member may represent interests in Bredfield other than the organisations or groups.

Co-opted Members are full voting Members of the Committee and, accordingly are expected to participate fully in the activities of the Committee. In law, they have a first duty to the Hall Charity and **not** to themselves or any group or organisation.

SUB COMMITTEE & INDIVIDUAL RESPONSIBILITIESSUB-COMMITTEES

## ANNEX C-1

FINANCE

The Chair may convene meetings as and when considered necessary, but at least once per year:

- To review hire charges for the use of the Hall and facilities
- To investigate and recommend changes to the hourly rates of pay for the cleaner, maintainer(s) and any other paid servant of the Charity, to ensure that they do not fall below the lawfully permitted minimum wage
- To review the schedule of planned maintenance or improvements for the forthcoming year and to ensure that there is sufficient funding available
- To discuss the financial situation and make recommendations to the full Committee as felt necessary.

These meetings should involve the Treasurer, Secretary, Booking Secretary and any other person(s) nominated by the Chair.

DEVELOPMENT

The Chair will convene meetings as and when considered necessary, but at least once per year:

The sub-committee will:

- Comprise at least four (4) members
- Identify refurbishment requirements
- Identify potential improvements especially in meeting changing needs of the local community
- Propose projects developed from the above identifications with costs and timetables
- Produce an annual development plan

FUNDRAISING / ENTERTAINMENT

The sub-committee will:

- Comprise at least three (3) members of the Committee
- Co-op additional members who are not members of the Committee to assist them with organising events
- Meet as and when required
- If possible, organise at least one fundraising / entertainment event per year with the prior approval of the full Committee
- Organise any special events if requested by the Committee
- Be accountable to the Chair

MAINTENANCE TEAM

- Will be at least three (3) members of the Committee
- Will meet and consult as necessary, but on a regular basis
- May divide tasks between themselves on any agreed basis
- Will carry out minor unplanned repairs / maintenance in a timely manner
- Are authorised to spend up to £100 without reference to other Committee members
- May spend up to £500 after agreement with the Treasurer, or in the treasurer's absence, another member of the Executive Committee
- Should submit a schedule of planned maintenance to the full Committee annually
- May call upon other Committee members for assistance if and when required
- If work is beyond the skill of any Committee member, the Chair may authorise the calling out of an appropriate approved repairer after discussion with the Treasurer
- To walk through the Hall on a regular basis (at least weekly) to identify any problems or potential problems
- Will check the Fault Report Book regularly
- Should liaise closely with the Cleaner, to ensure the Hall is kept in a clean and presentable condition, ensuring that a supply of cleaning material and waste bags is maintained
- Will ensure that if the Cleaner is absent for any length of time, the Hall is cleaned, liaising with other Committee members as necessary for this to be done.
- Is to liaise with any contractors or workmen as advised by the Management Committee.
- Will be responsible for monitoring the level of heating oil available, advising the Treasurer when replenishment is needed
- Will check and clean gutters on a regular basis
- Is to ensure that the play area, car park and environs is kept clear of litter

Specific Responsibilities

- Checking Hall lights, heating, toilets and sinks on a weekly basis
- Checking Fault Report Book on a weekly basis
- Checking emergency lighting, doors and alarm points on a monthly basis
- Checking Residual Current Circuit Breaker on a monthly basis
- Checking contents of the First Aid box on a monthly basis
- Checking the level of heating oil on a monthly basis
- Monitoring the state of the play area, patio and surrounds of the Village Hall on a monthly basis
- Replenishing cleaning products as and when necessary, liaising with the cleaner

The following may be carried out by an authorised contractor:

- Mowing or strimming the play area, footpaths and surrounds of the Hall as necessary to keep the patio, car park and environs of the Hall in a weed-free and tidy condition and the grass short.
- Keeping hedges and trees trimmed and controlled.



ROUTINE CHECKS FOR THE VILLAGE HALL

<u>Item</u>	<u>Date due</u>	<u>Responsibility</u>
1 Main lighting	weekly	maintenance team
2 Toilets / sinks	weekly	maintenance team
3 Fault Report Book	weekly	maintenance team
4 Emergency lighting & exits	monthly	maintenance team
5 Break-glass alarm points	monthly	maintenance team
6 Residual current circuit breaker	monthly	maintenance team
7 First aid box	monthly	maintenance team
8 Heating oil	monthly	maintenance team
9 Patio / play area / surrounds	monthly	maintenance team
10 Sports Courts	monthly	maintenance team
11 Windows cleaned, outside	3-monthly	contractor
12 Inspection of building exterior	3-monthly	maintenance team
13 Fire equipment check	yearly	contractor: Firepower
14 Boiler/heating system check & service	yearly/autumn	contractor
15 Inventory check	yearly	committee members
16 PAT / safety testing of electrical equipment	as required	as required
17 Playing Field & hall surrounds grass cutting	as required	contractors
18 Pest control	as required	contractor: with Shop
19. Electrical Installation Condition Report (BS 7671)	5-yearly	contractor / maintenance to arrange

Fault/comment book

- A Fault/Comment book will be available in the Hall at all times
- The Fault/Comment book will contain a copy of this procedure
- The Fault/Comment book will contain the contact details for the Lead Maintainer(s) and all officers of the committee
- The Fault/Comment book will be inspected by a member of the Maintenance Team on a weekly basis

Reporting

- Non-urgent comments (positive or negative) may be recorded by Users in the Fault/Comment book.

Otherwise:

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| • <u>Practical issues</u>       | Contact a Maintenance Team member |
| • <u>Booking Administration</u> | Contact the Booking Secretary     |
| • <u>Financial</u>              | Contact the Treasurer             |
| • <u>Other matters</u>          | Contact the Secretary             |

If your case is urgent, and your contact is unavailable, contact one of the other names in the book.

Resolving

- In all urgent cases the user should be given an immediate response
- For non-urgent matters, the user should receive a response within one week of receipt, in the same format (verbal, electronic, written) as the comment/complaint was given, with a proposed resolution
- If the user is dissatisfied with the response, the user should refer to the Chair (or deputy) who should respond within one week
- ALL complaints (in whatever format) and their agreed or proposed resolutions must be reported (by the person receiving them) to the Secretary, who will record them in the non-conformance list for review at the next committee meeting

BOOKING TEAM

- Will be at least two (2) members of the Committee
- They may divide the tasks between themselves on any agreed basis
- Shall deal with enquiries about the use of the Hall by electronic means, telephone or personal contact
- Will take bookings using the online booking process or the paper Hiring Agreement, ensuring that the electronic diary of usage is updated regularly with all bookings.
- Will show potential Users around the Hall, explain and discuss the services available and charges and conditions of hire
- Will show first time Users around the Hall, explaining the services including the heating, lighting and sound systems and the location of cleaning equipment
- Will liaise with Hirers over the issue and return of the key
- Will be responsible for the completion of the Hiring Agreement and ensuring that Hirers are aware of their responsibilities detailed in the Terms and Conditions
- Is to ensure that the correct furniture or equipment required by a Hirer is available prior to its use
- Will provide a record detailing Hall usage when requested and always at the Annual General Meeting
- Will assist the Treasurer in ensuring that accurate invoices are produced in a timely fashion, normally within one calendar month and making sure that records are available to the Treasurer
- Will pass any monies taken, with booking records, to the Treasurer on a regular basis to allow these to be banked punctually

WEBSITE TEAM

- Will comprise at least three (3) members of the Committee to include the Website Administrator, the Booking Secretary and the Treasurer
- Will maintain and develop the website to provide an integrated online booking and billing system for hirers
- Will provide general information on the hall and the regular groups that use the hall
- Will ensure that website content is accurate and updated regularly
- Will secure the necessary web hosting, domain registrations and email addresses

BAR TEAM

- Will comprise at least three (3) members of the Committee to include the Bar Manager (lead), Chair and Treasurer
- Will manage the operation of the Hall bar for use by the community
- Will arrange publicity for each Pop Up Bar date and Hall events when the bar will be open
- Will recruit volunteers for staffing the bar and provide training to include hygiene and health and safety
- Will ensure compliance with the Hall's Premises Licence

MAKE UP OF SUB-COMMITTEES AND TEAMS 2024-25

FINANCE SUB-COMMITTEE

Anne Henderson (Chair)  
Stephen Cook  
David Harker  
Tony Bence

DEVELOPMENT SUB-COMMITTEE

Anne Henderson (Chair)  
Stephen Cook  
David Harker  
Tony Bence

FUNDRAISING/ENTERTAINMENT SUB-COMMITTEE

Anne Henderson (Chair)  
Tim Dean  
Chris Woods  
Plus non-committee members

MAINTENANCE TEAM

David Harker (Lead)  
Tony Bence  
Stephen Cook  
Tim Dean  
Matt Blowers  
Chris Woods  
Stephen Seargeant

BOOKING TEAM

Tony Bence (Lead)  
Anne Henderson  
Stephen Cook  
David Harker

WEBSITE TEAM

Stephen Cook (Lead)  
Anne Henderson  
Tony Bence  
David Harker

BAR TEAM

Tim Dean (Lead)  
Anne Henderson  
Stephen Cook  
Chris Woods  
Plus non-committee members

VILLAGE HALL CLEANERDUTIES

A cleaner should be employed for general cleaning duties which should be carried out during the week at times to fit in with the day-to-day use of the Hall premises. The hours worked should be flexible, consistent with the day-to-day use of the Hall and should, on average, not take more than 3 hours per week, however further cleaning may be required following Friday and Saturday night bookings depending on the condition in which the Hall has been left.

Responsibilities: Cleaning & Servicing:

- To clean and service on a regular, planned basis and to a high standard, the facilities and floors of Bredfield Village Hall as specified below
- To ensure that the building is tidy and that all furniture and equipment has been appropriately stored after use
- To monitor stocks of cleaning supplies and other consumables and to advise a member of the Maintenance Team to ensure that they are replenished in good time
- To ensure that Tea Towels are washed and a clean stock is available
- To provide cleaning services for hirers if requested

The following areas should be kept clean as necessary

Weekly - All toilet facilities, including floor, tiles and mirrors, sinks

- Hall and kitchen
- Field Room and bar areas
- Entrance hall and coats area
- Tables and chairs
- Check that all consumable items (toilet rolls, soap, paper towels etc.) have been replaced
- Dust window ledges

Monthly - Clean windows inside hall and Field Room

Six Monthly - Clean out kitchen and bar cupboards and shelves.

It is important to note that the cleaner is to be self-employed and this must be agreed before an individual is engaged. This will mean that the Hall will not be responsible for the individual's tax or NI liability - if the individual is not self-employed the Hall will be responsible. Any prospective cleaner should be advised to have their own public liability insurance cover separate from that of the Village Hall.

Although the cleaner may not be an employee, the Hall still owes a duty of care to them and must comply with health and safety law.

**ASSET REGISTER**

A BRICK BUILT HALL, which contains:

FOYER / CLOAKS	Wall mounted mirror 8 Pictures / Plaques Fire extinguisher 2 Notice boards Wire document rack
KITCHEN	Electric cooker with 3 pairs of oven gloves Wall mounted fan heater Microwave oven Rack of 6 cutting boards 2 Electric kettles 2 Tea pots Cafeteria 4 2.5 litre pump action air pots 1 1.5 litre vacuum jug for milk Wall mounted water boiler Under sink hot water heater Refrigerator Freezer Dishwasher with 6 racks 2 Cutlery boxes with approx.: 100 Desert spoons, 30 Soup spoons, 70 Tea spoons 100 Forks, 100 Knives 120 Cups } 120 Saucers } 10 Milk jugs } 12 Sugar bowls } 20 Mugs } Some of each are kept in the Bar 100 White dinner plates } 120 White side plates } 120 White desert/soup bowls } 9 1.8 litre glass jugs } 6 1 litre glass jugs 7 0.5 litre glass jugs 12 0.25 litre glass jugs 60 Plain Glass tumblers (plus 24 boxed on a shelf under the Bar top) 8 Salt pots 10 Pepper pots Stainless steel jug 10 Trays Box of tea towels 2 Wall mounted paper towel dispensers Aluminium folding serving table Serving trolley Steel Waste bin Fire extinguisher and a Fire blanket First Aid box

BAR	Refrigerator Freezer Drinks cooler Electric kettle Wall mounted water boiler Under sink hot water heater Glasses washer with 2 trays Ice maker Wall mounted paper towel dispenser 55 Assorted pint glasses 24 Half pint glasses – (12 out + 12 boxed) 34 Straight glasses (8 Very Tall, 12 Tall, 4 Reg, 10 Short) 27 Wine glasses 375 ml (plus 20 boxed on a shelf under the bar top) 3 1.8 litre plastic water jugs 3 1.5 litre plastic jugs 1.5 litre glass ‘Pimms measuring jug’ – in drinks cupboard Pint, half pint, wine and champagne polycarbonate glasses (below drinks cupboard) 106 Blue desert bowls – on shelf below bar top 10 Trays Plastic waste bin 2 Plastic boxes for empty glass bottles and plastic bottles / drinks cans 12 mugs (with cups, saucers, plates and teaspoons from the kitchen) First aid box Fire extinguisher Brushes and pan, mop and bucket Broadband slave router
HALL	25 Square tables
STOREROOM	100 Chairs with seat pads
STAGE	107 Chairs, rigid plastic
& FIELD ROOM	Metal backed white board (hall wall)
STORE ROOM	14 Folding leg tables with 2 levers for legs 10 Round table top adaptors 2 Metal cabinets Flip chart easel / whiteboard Filing Cabinet 2 Step ladders Table Tennis table Table Football Table Pool Table with balls and cues Keyboard and stand 2 Microphone stands 2 Speaker tripods Wireless internet access equipment housed in wall cabinet comprising an OC200 controller and TL-R600VPN broadband router.
BOILER ROOM	3 Vacuum cleaners 4 Standby fan heaters Brushes, dust pans, buckets & mops 2 Waste bins Fire extinguisher

MAIN HALL      Clock  
                   7 Pairs of curtains  
                   2 Loudspeakers  
                   6 Spotlights  
                   Glitter ball

STAGE/  
 STAGE SIDE    Portable whiteboard (for Field Room)  
                   PA/Sound system  
                   Microphone and lead  
                   Electric piano with reading light  
                   Projector screen  
                   2 Pairs of curtains  
                   2 Fire extinguishers  
                   Fire blanket  
                   15 Stage lights  
                   Portable disabled ramp  
                   2 Extending ladders  
                   21 Plastic patio chairs  
                   3 Plastic patio tables  
                   5 Bean bags  
                   String of festoon lights and 3 metre aluminium support pole  
                   Green Gazebo 3m x 4m, White Gazebo 3m x 6m, White Marquee 3m x 9m

OUTSIDE AREAS / PLAYING FIELD, which has:

4 Bench seats  
 Round picnic bench  
 2 Full-size goal posts  
 Wooden storage shed containing (some kept in the Play Area Hut):  
     Grass mower  
     Brush cutter / Grass strimmer  
     Sack barrow  
     Half drum charcoal Barbecue

PLAY / GAMES AREA, which has:

Nine pieces of play equipment  
 2 Picnic benches  
 Waste Bin  
 Junior Multi Use Games Court 24 metres x 12 metres (for football & basketball)  
 Tennis Court  
 2 Benches  
 Notice Board  
 Wooden pavilion used for storage

Date of Inventory: 1 August 2024



HIRING ARRANGEMENTS

## ANNEX E-1

**BREDFIELD VILLAGE HALL BOOKING PROCESS**

The booking process is managed by the members of the Booking Team as set out in Annex C-6 using the [WWW.bredfieldvillagehall.org.uk](http://WWW.bredfieldvillagehall.org.uk) website, the on-line accounting system for invoicing and the system for managing customer information.

1. The Hirer should enquire about or request a booking online by using the link to email to the Bookings Team at [bookings@bredfieldvillagehall.org.uk](mailto:bookings@bredfieldvillagehall.org.uk), or only if necessary, contact the Booking Secretary by telephone on 01394 386363 with details of their requirements for a booking. The Hirer should view existing confirmed and provisional bookings on calendar on the Village Hall website.
2. The Booking Secretary, or a delegated member of the booking team, will confirm the availability of the Hall and respond to the Hirer by email, normally within 2 days to confirm the Hirer's requirements and determine the factors needed to inform the hirer of the hire charge and agree this and any deposit with them.
3. The Booking Secretary, or delegated member of the team, will advise the hirer if a higher hire charge and/or special deposit would apply to the proposed type of event.
4. Should the Hirer wish to proceed an invoice for the hire will be emailed to the Hirer by the Treasurer, together with a copy the Hall's Hiring Agreement and a link to the Standard Terms and Condition on the Hall's website.
5. The contract for the hire will not be complete until the Hirer has signed the Hiring Agreement in Annex E-3 and returned it by post, or by emailing scan of it, to the Hall's Treasurer and made payment for the hire and any deposit through an online Faster Payment bank transfer, or by credit / debit card through Paypal. Payment by cheque made out to 'Bredfield Village Hall' or cash can be accepted.
6. When booking by phone the Hirer will be sent a copy of the Hall's Standard Terms and Conditions of Hire by post and asked to sign it return it with payment for the hire to the Treasurer.
7. The Booking Secretary will arrange for meeting first time Hirers to give an induction to the Hall building, entry arrangements and run through the hiring conditions.
8. Regular Hirers should contact the Booking Secretary and agree the sessions required and the hire charge. The Treasurer will then send them an invoice for the agreed sessions.
9. Regular Hirers should sign a copy of the Regular Users Hiring Agreement in Annex E-4 and return it to the Treasurer.
10. A booking for a teenage party can only be made by a person over 21; who will be asked to provide details of 2 adult stewards (re. para 6 of the Standard T&Cs) and to pay a special deposit.

## BREDFIELD VILLAGE HALL HIRING CHARGES

Date: Junel 2024

The hiring charges are reviewed periodically and are currently based on hiring during weekdays or the weekend and the period of hire required for setting up and clearing the hall. This includes use of the kitchen and all items listed in the inventory in Annex D. Village Residents pay a reduced rate.

### Normal Hire Charges for 24/25

Description	Hall, Kitchen and Field Room		Hall, Kitchen and Field Room including the Bar	
	General Rate	Residents Rate	General Rate	Residents Rate
Weekday and Sunday Hiring Rate	£12/hour	£9/hour	£15/hour	£11/hour
Saturday Daytime Hiring Rate	£15/hour	£10/hour	£20/hour	£15/hour
Saturday full day rate	£150	£100	£200	£150
Evening Rate for Fri or Sat Evening	£100	£75	£125	£90
Full Weekend / Wedding Rate (Fri pm to Sun am)	£350	£300	Full premises and all facilities Included	

#### Notes:

Under the terms and conditions, the hirer is expected to leave the Hall in a clean state. The Hirer may make arrangements with the Hall's cleaner for cleaning after an event, which is subject to a minimum charge of £30. An invoice will be raised for cleaning if the Hall is left in an unsatisfactory condition.

If requested an appropriate deposit will be payable on confirmation of the booking and prior to the event for which the hall is hired. This shall be part of the hire fee.

A higher hire charge and a special deposit will be requested at the time of booking for events considered to pose a risk for additional cleaning or damage to the Hall or its contents. The special deposit is returnable and is separate to the hire fee.

A discount may be applied for Charity /Fundraising events, short notice bookings or in other special circumstances, please discuss with the Booking Secretary.

Payment is preferred through online Faster Payment bank transfer, or by credit / debit card through PayPal. Cheques should be made payable to 'Bredfield Village Hall'.

## HIRING AGREEMENT - BREDFIELD VILLAGE HALL

DATED

**AGREED** as follows: The Village Hall agrees to permit the Hirer to use the premises for the purpose described in clause 1.4 for the period(s) described in clause 1.1.

1.1 Date(s) and times required:

1.2 Hirer:  
a. Name:

b. Organisation:

c. Address:

d. Contact telephone number(s) and email address:

1.3 The Hirer shall pay deposit(s) if requested. The balance of the booking fee is payable on or before the conclusion of the event for which the premises are hired.

Hire Fee:  Deposit:  Special Deposit:

1.4 Purpose/description of hiring:

1.5 Is alcohol to be sold?

If so, has a Temporary Event Notice been obtained by the Hirer or an Outside Bar Service?

**I declare that I have read and understood The Standard Terms and Conditions of Hire, and agree that they shall form part of the terms of this agreement.**

Signed by the person named at 1.2(a) above on behalf of the organisation named at 1.2(b):

Signed by the person, duly authorised, on behalf of Bredfield Village Hall Management Committee:

**BREDFIELDVILLAGE HALL  
REGULAR USERS HIRING AGREEMENT**

Name of Hirer: .....

Contact address: .....

Telephone Number: .....

Email: .....

Purpose: .....

Start of Period of Hire: .....

The Hirer shall notify and agree with the Booking Secretary the dates and times the hall is required. This hire agreement is effective until cancelled in writing either by the user or the Booking Secretary. Hire charges to be agreed periodically.

The Hirer should ensure that they have read and understood the Standard Terms and Conditions of Hire and that the details above are correct BEFORE signing and returning this form to the Treasurer:

*I declare that I have read and understood the Conditions of Hire, and agree that they shall form part of the terms of this agreement.*

*I also declare that the information I have given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.*

Signed by the individual named above: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Village Hall Committee: \_\_\_\_\_ Date: \_\_\_\_\_

Notes:

1. The Committee agrees to permit the Hirer named above to use the premises on the understanding that all conditions are adhered to at all times.
2. The Hire Fee shall be paid at the beginning of each period of hire if requested.

## **BREDFIELD VILLAGE HALL - SUMMARY OF CONDITIONS FOR HIRE**

1. It is the responsibility of the Hirer to ensure that they comply with all legal requirements, licensing, health, safety, fire and hygiene regulations concerning their particular event. The Hirer is responsible for obtaining Licences that may be needed.
2. The Hirer is responsible for the proper supervision of the premises, internally and externally, the care of the fabric and contents, safety from damage, however slight and the behaviour of all persons using the premises. The Hirer should consider the noise level from playing loud live or disco music in the Hall in nearby homes to avoid nuisance to them. The statutory permitted noise levels reduce after 11 p.m. at night.
3. The Hirer should comply with the permitted hours for entertainment in the Hall's Premises Licence. The playing of music and dancing should end by midnight on weekdays, 11.45 p.m. on Saturday and 10.30 p.m. on Sunday.
4. The Hirer will not sub-let or use the premises for any unlawful purpose, or in any unlawful way.
5. The Hirer shall indemnify the Committee for the cost of repair of any damage done to any part of the property inside or outside, including the curtilage thereof, or the contents of the buildings, during, or as a result of the hiring.
6. If requested the Hirer shall pay an appropriate booking deposit as part of the hiring fee prior to the event for which the Hall is hired as confirmation of the booking.
7. The Hirer shall pay an appropriate special deposit at the time of booking if the event is considered to pose a risk for additional cleaning or damage to the Hall and its contents. The special deposit is returnable and is separate to the hiring fee.
8. Payment should normally be through online bank transfer or through PayPal. Any cheques should be made payable to 'Bredfield Village Hall'.
9. If the Hirer wishes to cancel a booking before the date of the event, such cancellation must be made in writing, allowing a minimum of 7 days for post, or by email to [bookings@bredfieldvillagehall.org.uk](mailto:bookings@bredfieldvillagehall.org.uk)
10. At the end of the Period of Hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean, tidy, safe & secure condition, ensuring ALL contents including chairs, tables, cookery, cutlery and equipment, which may have been temporarily removed from their usual positions, are properly accounted for and replaced, otherwise the Committee shall be at liberty to make an additional charge and /or retain all or part of any special deposit.
11. All broken glass/crockery or spilt liquid must be cleaned up and cleared away immediately to avoid hazard and any breakages of the Hall's property reported in the Fault Book.
12. On exiting all tables and chairs shall be tidily stowed away; the hall floor swept and vacuumed, the heating boilers and hot water turned off; all toilets and windows checked; all rubbish bagged and cleared away; all lights turned off and all external doors used by the Hirer should be locked.
13. The Hirer is responsible for making themselves acquainted with the full Terms and Conditions

**THE HIRER IS RESPONSIBLE HENCE MUST CHECK BEFORE USING AND LEAVING THE PREMISES THAT ALL THESE CONDITIONS HAVE BEEN MET — A LEAVING CHECKLIST CAN BE FOUND BY THE MAIN EXIT DOORS**

## **BREDFIELD VILLAGE HALL HIRING AGREEMENT**

### **STANDARD TERMS AND CONDITIONS FOR HIRE**

These standard conditions apply to all hiring of the Village Hall and Playing Field. 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, hereby accepts 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 shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Booking 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.

**3. Use of premises**

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

**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 Hall holds a Performing Right Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. The Hall does not hold a Television Licence to permit watching or recording programmes as they are being shown on TV on any channel, live on an online TV service, downloading or watching BBC programmes on iPlayer. Some devices can be powered solely by their own internal batteries and a home TV Licence will usually cover use of these devices away from home. It is the responsibility of the Hirer to ensure that they comply with the regulations on watching television programmes away from a user's home.

The Hall holds a Premises Licence PREM 2120 that covers the sale or supply of alcohol provided that one of the Hall's Management Committee is present and acting as the Licensee. Otherwise, the hirer will need to apply for a Temporary Event Notice (TEN) to be able to sell

alcohol. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence.

## **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, and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received advice or 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.
- 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.

(c) Competent attendants or stewards shall be on designated to ensure that safe conditions are maintained in the premises. These attendants or stewards shall be specifically instructed as to their responsibilities in the event of fire and other emergency. The minimum number of stewards present when members of the public are present shall be:

Up to 100 persons	2 stewards
For each addition 50 persons	1 steward

Stewards are to be responsible for taking action on discovering a fire, by:

- i. raising the alarm and calling the Fire Brigade
- ii. operation of fire-fighting equipment
- iii. evacuation of the public

## **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 shall be given to Secretary of the Management Committee.

## **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 any dairy products, vegetables and meat on the premises must be refrigerated, handled and stored in compliance with the Food Safety and Hygiene Regulations (England) 2013 and EC Regulation 852/2004. The premises are provided with a refrigerator and freezer.

## **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**

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 in respect of damage or loss of property 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 as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (iv) the cost of cleaning due to the failure of the Hirer to adequately clean and restore the Hall to an acceptable condition

The Village Hall takes out adequate insurance to insure the liabilities for damages to the Premises or its Contents to £1,000,000 for any one claim described in sub-clauses (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (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. There is no cover for the Hirer's liabilities arising from bouncy castles, inflatables or contact sports.

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

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

## **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 via the Secretary as soon as possible and complete an Accident Report Form to be found in the rack in the foyer. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported in the Hall's Accident Report Form. Certain types of accident or injury must be reported on a special form to the local authority. The Village 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).

**13. Explosives and flammable substances**

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.
- (c) No decorations are to be put up near light fittings or heaters,
- (d) No naked flames (e.g. candles, tea lights) shall be used on the premises.

**14. Heating**

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 Petroleum Gas (LPG) heating appliances shall not be used.

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

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises. The Hall supports the Challenge 25 Scheme and there is a Challenge 25 Record of Refusals sheet available in the bar.

**16. Animals**

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

**17. Compliance with the Children Act and Vulnerable Persons Act**

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 Safeguarding Vulnerable Groups Act 2006 that only fit and proper persons who have passed the appropriate Disclosure and Barring Service 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 DBS 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 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. Further detail can be obtained from the Village Hall Secretary on application.

## **20. 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 Management Committee. The Management Committee 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 premises being required by a resident of Bredfield or its environs for use after a funeral.
- (c) 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
- (d) the premises becoming unfit for the use intended by the Hirer
- (e) 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.

## **21. Period of Hire**

The hall shall be booked for a minimum period of 1 hour and thereafter increments of half an hour. The hire period should include the time for setting up any equipment and seating and for clearing and cleaning after the event.

The Full Weekend / Wedding Hire period will run from 3 p.m. on Friday to 12.00 noon on the following Sunday.

## **22. End of hire**

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

The Hirer may request contact details for the Hall's Cleaner and arrange with them direct for cleaning after an event. Payment should be made direct to the Cleaner with a minimum charge for 2 hours work.

### **23. Noise**

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

The Hirer should consider the noise level from playing loud live or disco music in the Hall in nearby homes to avoid nuisance to them. The statutory permitted noise levels reduce after 11 p.m. at night.

### **24. Stored equipment**

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 use its discretion in any of the following circumstances:

- (a) In respect of any stored equipment, failure by the Hirer either to pay any storage charge due 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 purpose of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on 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. Play Area and Sports Courts**

The Play Area equipment is available for use by Hirers without charge. Hirers should respect its use by other members of the public and the need to minimise disturbance to the residents of the adjoining houses.

The Junior Multi Use Games Court, for football and basketball, and the Tennis Court are available for use without charge, with priority given to hirers of the Village Hall. Other users should be asked to vacate a court if it is required.

Users are requested to follow the Guidelines for the Use of the Courts, namely:

1. Check to see if there is any debris on the court that might create a hazard and if so remove it
2. Check the court is not slippery due to rain or ice and do not play if it is
3. Children under 12 should be supervised by an adult
4. The Multi Games Court is sized for juniors using a football or basketball
5. Use of tennis balls only on the Tennis Court
6. Roller skates, skateboards, scooters and bicycles should not be taken onto the Courts
7. No dogs allowed on the Courts
8. Users are asked to respect the Hall's neighbours and not to make excessive noise, particularly in the evening
9. Court users should not enter onto adjacent properties to retrieve a ball
10. Litter should be placed in the bin by the Play Area or beside the Hall
11. The gate should be closed when leaving a Court

**26. 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. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Management Committee 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.

**27. No rights**

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

**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.

**29. Wireless Internet Access**

The hirer and those attending any event are required to accept the following terms and conditions before accessing the Wireless Internet Access ("the Service") provided at the premises:

**1. Extent of the Service**

1.1 We do not recommend in particular the use of any websites (or other internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

## **2. Your Use of the Service**

2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 contain material which infringe third party's rights (including intellectual property rights);

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or are otherwise unlawful or inappropriate;

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.2 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

## **3. Criminal Activity**

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of any devices which access the Service, the times when they have accessed the Service and the activity associated with that device.

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

## **4. Our Use of your Information**

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you regarding the use of the hall.

## 5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

**By using the Service you are confirming that you accept the terms and conditions as the basis of your use of the wireless internet access provided.**

### 30. Maximum numbers

The number of people that can be accommodated on the premises is:

<u>Main Hall</u>		<u>Field Room</u>	
Seated at tables	100	Seated at tables	20
Dancing and tables	80	Standing	30
Standing / Dancing only	180	Closely seated	24
Closely seated	120		

### 31. Permitted Hours

The Village Hall has a Premises Licence for Licensable Activities of the indoors performance of a play, live music, recorded music, dance or a holding an indoors sporting event from:

Monday to Friday	10.00am until 12.00 midnight
Saturdays	10.00am until 11.45pm
Sundays	12.00 noon until 10.30pm
New Year's Eve	10.00am until 00.30am

Alcohol may be supplied for consumption on the premises on Monday to Sunday from 12.00 noon to 12.00 midnight and until 00.30am on New Year's Eve

### 32. Supplementary Special Conditions of Hire

The hirer is required to accept any Special Conditions of Hire drawn up to meet legislative requirements. These will be given to the hirer for their acceptance.

## **BREDFIELD VILLAGE HALL GUIDELINES FOR ORGANISERS OF CARAVAN EVENTS**

### **Location of caravans**

To minimise disturbance to the residents, as far as possible, please pitch caravans around the north and east sides of the field and avoid pitching them behind the houses at the southwest edge of the field and beside the Sports Courts. Compliance with legislation regarding caravan spacing etc. is your responsibility. No generators, please. Please leave an adequate pathway for walkers across the field so as not to block the public footpath, which runs along the full length of the Southern edge of the Playing Field - to the north of the Sports Courts and the South (rear) of the Bowls Club building.

### **Children's Play Area.**

Children are very welcome to use the play equipment but we have had instances in the past of children not associated with caravaners being told incorrectly that the play area is closed to them during caravan events – this will not be the case. Given the proximity to local resident's properties a moderation in noise level would be appreciated.

### **Sports Courts**

Guidelines for the use of the Sports Courts are on the courts' gates. Use of the Sports Courts is included in your booking fee.

### **Dogs**

Dogs are allowed but please ensure you clear up after them, including when walking on the path down to the stream and beyond. There is a red dog-bin on the field behind the shop. Please do not leave dogs unattended or allow them to cause a noise-nuisance.

### **Telephone**

There is no phone connected in the Village Hall and there is not a public phone in the village. In an emergency if a mobile phone is not available on-site village residents opposite the hall, or the Village Shop when open, can be approached to call for help.

### **Wet ground**

If the ground is wet, please minimise damage by leaving cars in the Village Hall car park unless it is absolutely necessary for them to be on the field. The area behind the Village Hall, nearest the vehicle access is the most prone to being soft. In the case of significant rainfall leading up to the event then a site visit is advised, also discussion should be held with the Booking Secretary with regard to possible cancellation.

### **Firework displays**

Be aware that fireworks cannot be legally set off between the hours of 11pm and 7 am. We prefer that none be used after 10pm.

### **Waste**

The trade waste wheelie-bin can be used to dispose of hirer's normal waste, however please take away as much bulky, dry waste as possible. Note: The wheelie bin nearest the kitchen door is for recyclable materials only, primarily for Village Shop's cardboard. There are also specific re-cycling bins near the hedge for glass. When disposing of chemical toilet waste it is suggested that the manhole situated near to the "outside" toilets is used, where an outside tap is available, Please ensure that adequate safety precautions are taken when the manhole cover is removed.

## BREDFIELD VILLAGE HALL FOOD HYGIENE POLICY

Bredfield Village Hall does not operate as a catering establishment. It does however have a kitchen and a serving bar for the use of Hirers.

This policy defines the precautions that should be taken, and the arrangements in place, to ensure that food hygiene standards in the Hall conform to the highest standards in accordance with current food safety legislation.

### General rules of food hygiene

- Do not handle food if you are suffering from any skin, nose, throat or bowel trouble
- Ensure that any cuts or sores are covered with waterproof dressings
- Do not smoke in the kitchen or serving bar
- Clean as you go; keep all surfaces and equipment clean
- Prepare raw and cooked foods in separate areas
- Ensure waste food is disposed of properly
- Always wash your hands before and after handling food, after visiting the toilet, handling refuse and kitchen waste and after cleaning procedures
- Limit the wearing of jewellery to plain gold rings
- Nail varnish should not be worn
- Shoes should be comfortable, sturdy and as slip free as possible. Sandals, high heels and fashion shoes without suitable fastening are not to be worn

### Safe working procedures

- a. The kitchen should be divided into three sections for ease of handling and control:
  - Preparation
  - Cooking
  - Serving
- b. Cross contamination between raw and cooked meats must be prevented by the use of separately designated and segregated work areas, cutting boards and utensils
- c. Food stored in the refrigerator must be segregated to avoid cross contamination. Cheese, dairy products and deserts on the upper shelves. Cooked meats, pies and pates on the middle shelf. Covered raw meat should be stored on lower shelf
- d. Proper defrosting times should be observed, particularly with poultry
- e. Drinking glasses should be stored on a drying rack after washing to allow air circulation
- f. If cloths are used for drying they must be clean and fit for purpose
- g. Cleaning of surfaces should be carried out before and after use
- h. All cookware, crockery, utensils and glassware must be hygienically washed, dried and put away after use. A dishwasher is available.
- i. Children should not be allowed in the kitchen unless supervised by a competent adult. If children are allowed into the kitchen when in use, the competent adult accepts total responsibility for the child
- j. Any equipment that is damaged or broken must not be used. The Hall Management must be notified of this
- k. Professional caterers who use the kitchen for other than private use, must meet the Food Hygiene and Safety Standards laid down in current legislation



**FIRE SAFETY POLICY**

Date: April 2024 *(To be reviewed annually)*

*Within the Policy the term 'Users' is intended to imply: the Committee; workmen, tradesmen and officials who have legitimate business to discharge at the premises Bredfield Village Hall and the members of the public who attend any activity.*

*Within the Policy the term 'Hirers' is intended to imply those Applicants who hire Bredfield Village Hall in order to conduct their own activity*

Bredfield Village Hall is a registered charity, run and maintained by a Committee of Trustees, for the benefit of the residents of Bredfield and its environs. The Committee is committed to operating and maintaining Bredfield Village Hall in accordance with The Regulatory Reform (Fire Safety) Order 2005.

The Committee will do all that it can to:

- Minimize Fire Risk.
- Identify and assess risks.
- Provide suitable fire safety equipment.
- Provide Fire Instructions.

The Committee cannot be fully responsible for all the Fire Safety aspects of activities that are not under its control. While the Committee recognises its overall responsibility under the law it makes a distinction between Users and Hirers of the Hall. It must therefore alert Hirers of the Hall to recognise their own responsibilities regarding the Fire Safety aspects of their own activities while using the Hall.

The Committee will:

- Do all that it can to engender Fire Safety within both the letter and spirit of the law
- Do all that it can to maintain a safe environment
- Establish, maintain and keep under review a Fire Risk Assessment for the Hall
- Maintain fire appliances and instructions in accordance with the Fire Risk Assessment
- Keep this policy under review
- Alert all Users to the fire instructions, and encourage Users to adhere to them
- Make it a requirement of the Hire Agreement that Hirers DO read and understand the Fire Risk Assessment and instructions
- Make it a requirement that Hirers and Users of the Hall are given appropriate fire instructions, especially the exit routes are briefed, prior to any activity by members of the public

The Committee considers that it is still the responsibility and duty of all Users and Hirers of Bredfield Village Hall to:

- Remain vigilant and 'risk aware'
- Familiarise themselves with this policy, its supporting Risk Assessment and Fire Instructions
- Make others aware of risks and the means to mitigate such risks

It is the specific responsibility of the Committee to:

- Keep the Fire exits clear
- Conduct a weekly check on internal and external normal lighting, confirming that is fully functioning, replacing bulbs as required
- Arrange for a yearly contracted check of all fire extinguishers
- Keep all areas clean and free from the build-up of dust, fluff etc.
- Ensure that flammable materials, such as paint, are kept to a minimum and stored appropriately
- Ensure that potentially flammable cleaning materials and the like are kept to a minimum and stored appropriately
- Conform to the intent of the Fire Safety Risk Assessment in all respects

Date: April 2024 *(To be reviewed annually)*

**TABLE 1 - PEOPLE AT RISK**

Group	Risk	Remarks
Committee	Low	Familiar with premises, hazards, equipment etc.
Hirers	Low	Hire agreement requires Hirers to become familiar with fire instructions
User: Healthy adult	Low	providing they have had appropriate brief at the beginning of any activity
User: Healthy children	Low	providing they remain under adult supervision
User: Infants	Low	providing parents have been given appropriate briefing
User: Disabled	Medium	will need time and assistance from the able bodied
User: Elderly / infirm	Medium	will need time and assistance from the able bodied
User: Alcohol impaired	High	where hire agreement allows consumption of alcohol, Hirers are to nominate representatives to remain sober and assist the impaired if required

ESCAPE ROUTES

TABLE F – 2

NUMBER	LOCATION	ROUTE	COMMENTS
One	From Foyer	Through outward opening main doors to Car Park	
Two	from Main Hall	1. Through fire door to field 2. Through outward opening door to the Field Room 3. Through fire door to Foyer 4. Through fire door to Store Room area	Then as Route Eleven Then as Route One Then as Route Five
Three	from Kitchen	1. Through inward opening doors to Hall 2. Through inward opening door to outside the Shop 3. Through inward opening door to Foyer	Then as Route Two
Four	from Boiler Room	1. Through outward opening door to the Bar 2. Through inward opening door to Hall	Then as Route Five Then as Route Two
Five	From Bar	Through fire door to field	
Six	From Store Room	1. Through inward opening doors to Hall 2. Through inward opening door to the Hall's outside opening doors 3. Through outward opening door to Foyer	Then as Route Two
Seven	From Stage / Area	Through fire doors to the Field / Car Park	
Eight	From Female Toilets	Through inward opening door to Foyer	Then as Route One
Nine	From Male Toilets	Through inward opening door to Foyer	Then as Route One
Ten	From Disabled Toilet	Through outward opening door to Foyer	Then as Route One
Eleven	From Field Room	Through fire doors and outward opening patio doors to the Field	

MAIN ASSEMBLY POINT – CAR PARK

SECONDARY ASSEMBLY POINT – PLAYING FIELD

FIRE RISKS ASSESMENT

TABLE F - 3

<u>Location</u>	<u>Identified</u>	<u>Observations</u>	<u>Equipment</u>	<u>Escape Route</u>
Foyer	Paper notices on board	No obvious fuel/ignition	2l Portable extinguisher	One
Male toilet	None			Nine
Female toilet	None			Eight
Disabled Toilet	None			Ten
Kitchen	Electric oven Electric rings Kettle Microwave Refrigerator/Freezer	ignition of cooking items - ditto – no obvious fuel/ignition ignition of cooking items no obvious fuel/ignition	Fire Blanket 2kg Dry powder extinguisher	Three
Bar area	Electrical appliances	no obvious fuel/ignition	Portable CO <sub>2</sub> extinguisher	Five
Main hall	Curtains/drapes	no obvious fuel/ignition		Two
Storeroom	Stored materials	no obvious ignition		Six
Boiler room	Boiler Inverter and batteries	overheating boiler no obvious ignition	2l Portable extinguisher	Four
Stage area	Curtains/drapes	no obvious fuel/ignition	Fire blanket CO <sub>2</sub> extinguisher 2l Portable extinguisher	Seven
Field Room		no obvious fuel/ignition		Eleven

Note: It is important that fire escape doors, particularly those in the Store room and the Stage area are kept clear, and not allowed to become blocked with stored goods. The doors from the Hall to the Field Room are kept unlocked at all times

## FIRE FIGHTING EQUIPMENT

TABLE F - 4

2 litre water extinguishers: coloured red.

Located: Foyer, Boiler room, Stage

Best for: solids only (i. e. wood, paper or fabrics). They are not recommended for use on liquid fires (oil etc.) or electrical fires as water conducts electricity.

Therefore extra care must be taken around power cables that are exposed to avoid accidents occurring

How to use: Point the jet at the base of the flames and keep it moving across the area of the fire

Dry powder fire extinguishers: are coloured red and feature a blue panel.

Located: Kitchen

Best for: organic solids, liquids such as grease, fats, oil, paint, petrol, etc but not on chip or fat pan fires, also safe on live electrical equipment.

How to use: Point the jet or discharge horn at the base of the flames and, with a rapid sweeping motion, drive the fire towards the far edge until all the flames are out.

Carbon Dioxide (CO<sub>2</sub>) extinguishers: Red with Black panel.

Located: Stage, Bar

Best for: electrical equipment.

How to use: The discharge horn should be directed at the base of the flames and the jet kept moving across the area of the fire.

Warning: the plastic swivel horn should not be held when being discharged as there is a risk of fingers being frozen to the horn itself. Not suitable for solid fires.

Fire blanket

Located: Kitchen

Best for: Fires involving both solids and liquids. Particularly good for small clothing fires and for chip and fat pan fires.

How to use: Place carefully over the fire. Keep your hands shielded from the fire.

## **FIRE INSTRUCTIONS**

Any person discovering a fire should:

- Raise the alarm by shouting FIRE
- Use the nearest break-glass Alarm Point
- Call the Fire Brigade (*note: there is no functioning public telephone in the Hall*)
- If safe to do so without compromising personal safety, tackle the fire with the appropriate appliance

All persons on hearing "Fire" are to:

- Leave the building by the nearest safe exit
- Report to the Assembly Point in the car park

The Event Organiser is to check that everyone is evacuated

## HEALTH AND SAFETY POLICY

Date: April 2024 *(To be Reviewed Annually)*

The Committee of Trustees is committed to operating and maintaining Bredfield Village Hall in accordance with the law and the requirements of the Charity Commission. The Committee of Trustees recognises its responsibility, in law, to maintain a safe environment for Users and Hirers of the Hall. The Committee of Trustees cannot be fully responsible for the Health and Safety aspects of activities that are not under its control. However, it will do all that it can to alert Hirers of the Hall to recognise their own responsibilities regarding the Health and Safety in regard to their own activities.

The Committee of Trustees will:

- Do all that it can to engender Health and Safety within both the letter and the spirit of the law.
- Do all that it can to maintain a safe environment at Bredfield Village Hall
- Keep this policy under review
- Alert all Users to the Risk Assessment and Fire Risk Assessment and encourage them to read them and ask they adhere to both the letter and the spirit of them
- Make it a requirement of the Hire Agreement that Hirers read and conform to the Risk Assessment and Fire Risk Assessment
- Maintain public liability insurance for the premises.
- Maintain fire equipment in accordance with the Fire Risk Assessment
- Provide Accident Report Forms

However, the Committee of Trustees considers that it is still the duty of all Users and Hirers of Bredfield Village Hall to:

- Remain vigilant and risk aware
- Be familiar with this policy and its supporting Risk Assessments and to conform to their requirements.
- Make other Users aware of the risks mitigate such risks as appropriate for the activity being undertaken
- Record accidents on an Accident Report Form held in the Foyer
- Alert a Committee member to any newly apparent risks.



## BASIC RISK ASSESSMENT – BREDFIELD VILLAGE HALL AND PLAYING FIELD

This assessment was based on the guidance issued by the Health and Safety Executive  
(See: <http://www.hse.gov.uk/voluntary/assets/docs/village-hall.pdf>)

To identify the hazards a member of the committee physically inspected the Hall and environs and also consulted other regular Users of the Hall. The assessment was discussed and agreed by the full committee. It was agreed to review the assessment on a regular basis.

<b>Potential hazard</b>	<b>who is at risk &amp; how?</b>	<b>Action already taken</b>	<b>further actions required</b>
Slips, trips & falls	Users of the Hall and car park may be injured (fracture/bruising) if slip on spillages or trip on objects	<ol style="list-style-type: none"><li>1. Car park surface as even as possible</li><li>2. Lighting in car park</li><li>3. Parking spaces for disabled near the door</li><li>4. Users advised to clear up spills immediately</li><li>5. No trailing leads/cables</li></ol>	Surface to be maintained lighting to be maintained
Work at height	Anyone working at height from fall could suffer injuries	<ol style="list-style-type: none"><li>1. Ceiling light bulbs to be replaced using extending ladders</li></ol>	Advise Users
Vehicle movement	Pedestrians in car park being struck by moving car	<ol style="list-style-type: none"><li>1. Car park lit</li><li>2. For large events, parking to be controlled by Marshals</li></ol>	Advise Users

Electricity	Users risk shock or burns	<ol style="list-style-type: none"> <li>1. Fixed installation regularly checked by qualified electrician</li> <li>2. All repairs by qualified electrician</li> <li>3. Portable equipment regularly checked</li> <li>4. Hall Users advised on use of any equipment</li> </ol>	<p>Ensure fuse boxes marked</p> <p>Users to be advised on how to switch off supply</p>
Stored equipment	Users could be injured by collapsing stacks	<ol style="list-style-type: none"> <li>1. Users must know limits of tables and chair stacks</li> </ol>	
Manual handling	Users may be injured by lifting objects that are too heavy	<ol style="list-style-type: none"> <li>1. Advise on use of trolleys or appropriate equipment</li> </ol>	
Hazardous substances	Those cleaning may suffer skin problems from direct contact with cleaning products	<ol style="list-style-type: none"> <li>1. Mops and rubber gloves provided</li> <li>2. Cleaner advised over use of products</li> <li>3. Cleaning products stowed securely</li> </ol>	<p>Make sure Hall Users aware of location of gloves etc.</p>