

Appendix A Additional Terms and Conditions

Definitions

The 'Hirer' in these Terms and Conditions shall include the person signing the booking and/or any organisation on whose behalf the booking is made, all of whom shall be jointly and severally liable.

The 'Premises' refers to the Café seating area, kitchen, food preparation room and toilets. It also includes the hall in the annexe and areas of access in the church.

General Hiring Terms and Conditions

The Hirer shall not use the Premises for any purpose other than that described in the booking policy and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful or unsuitable purpose.

Responsibility for the Premises and the key rests with the Hirer during the period of access to the Premises. Hirers are held responsible for adequate supervision of the Premises and the Church and churchyard by their own party during the period of hire and must ensure that fire exits and access to them are kept clear at all times.

The Hirer must not use any of the consumable stock items stored in any place in the Premises.

The hire period must include set-up and clear-up times. The Premises must not be accessed outside of the agreed hire period and must be vacated promptly at the end of the hire.

DCH CIC representatives reserve the right to enter the Premises at any time during an event if it has reason to believe there may be a problem, and to impose further conditions on the spot or curtail the event as it considers necessary for the welfare of guests or the safety of the building or the impropriety of use.

Music and Entertainment

Music must cease by 11pm (unless otherwise agreed with DCH CIC) and all music must be kept to a suitable level to avoid disturbance of neighbours. For commercial hires/regular bookings with fees, Hirers should ensure that they have proper insurance for any equipment used in the Premises, to include any damage caused by them to the Premises and its users.

Responsibility for the use and safety of electrical equipment (and/or other equipment specified at the time of booking) brought on to the Premises by the Hirer rests entirely with the Hirer. Any such electrical equipment must have passed the necessary P.A.T. tests and certificates must be produced upon request.

Public Liability insurance cover must exist for such equipment. Copies of certificates of insurance are required before a booking can be confirmed. Without adequate insurance cover such equipment must not be used. Hirers may be asked to remove such equipment from the premises.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Performances involving danger to the public or of a sexually explicit nature shall not be given.

Premises Licence and other relevant legislation

Performing Rights License

The Premises currently holds a Performing Society Right License which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If licenses are required in respect of any activity in the Premises the Hirer should ensure that they hold the relevant licence or the Premises holds it

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

Alcohol license

Alcohol may be served if it given away and not being sold. It is an offence to sell/serve alcohol to persons under 18 years of age. Young persons (16 – 17-years) may consume wine, beer or cider at a table meal when accompanied by an adult at the meal.

Licensed bars may be arranged by the Hirer in accordance with the Licensing Regulations. It is the Hirer's responsibility to ensure that they have complied with the legislation. Alcohol consumption by persons under age must not be permitted.

A Hirer who wishes to sell alcohol at an event must complete and send off a Temporary Event Notice (TEN) to Winchester City Council. This must be cleared in advance with the booking secretary and evidence of the approved TEN seen. Under the legislation, alcohol may be given away, but if it is sold in any form, i.e. by raffle ticket, donation or included in the price of a ticket, then a Licence or TEN must be held.

If for any reason alcohol is being sold without a Licence or permission to sell alcohol has not been given when the booking was made or there are signs of alcohol-related behaviour, any member of DCH CIC can close the event immediately.

DCH CIC and Hirer can be held legally responsible for criminal offences carried out at the Premises and as a result, the Premises may lose its licence. UNDER NO CIRCUMSTANCES WILL DCH CIC TOLERATE ANY BREACH OF THE ABOVE LEGISLATION.

Health and Safety

It is the responsibility of the individual Hirers to ensure that they are aware of the Health & Safety at Work Act 1974 and to take reasonable precautions to ensure that their activities are carried out in a responsible way.

A copy of the DCH CIC Health & Safety Policy will be made available to the Hirer. A condition of the booking is that the Hirer has familiarised themselves with the Health and Safety policy. A first aid kit is stored in the kitchen.

Any accidents should be reported to the booking secretary and an Accident Report Form completed. Accident Report Forms are kept in the 'Information for Hirers' folder food preparation room.

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and freezer, although available capacity cannot always be guaranteed.

The Hirer must ensure that no animals (including birds), except assist dogs are brought into the building, without written permission of DCH CIC. NO animals whatsoever must enter the kitchen at any time.

Fire Precautions

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the booking secretary.

Hirers must make themselves familiar with the location of the fire extinguishers and the instructions for use, all emergency exits and of the importance of fire doors. Hirers will be responsible for informing all those using the premises of the position of the emergency exits. Hirers must also familiarise themselves with the instructions on what to do in case of fire. Instructions are displayed on the back of the main door into the Annexe and in the café seating area.

Prior to the start of an event, the organisers must indicate the fire exits and Evacuation Meeting Place (Village Square) to the persons attending the event.

Hirers must ensure that unimpeded access is constantly maintained within the Premises to the main exit and fire exit, with no items blocking these exits outside the building

No barbeques, LPG appliances or highly flammable substances must be brought into the Premises, or used in the adjacent surroundings. Fireworks, party poppers and candles are not allowed, either for internal or external use except by special agreement with DCH CIC.

Hirers must ensure that any temporary decorations (e.g. bunting or banners) comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.

Accessibility

There is access into the building for wheelchair users into the building and a designated lavatory inside. Assistance dogs are welcome in the premises

The Premises are fully accessible for disabled users with the exception of a few seats and tables in the rear one third of the café seating area. The toilets are also fully accessible for disabled users and are located next to the café entrance door.

Car parking

Public car parking is available in the village square (approximately 30 parking spaces) or at the Recreation Ground in Union Lane. There are no dedicated disabled parking bays in the Square but it is only approximately 120 yards of gravel drive to the café. Alternatively, there is a disabled parking bay by the church tower from where there is only a dozen or so yards of gravel drive to the entrance to the café. Parking, as opposed to drop-off, is only available for those displaying a valid blue badge card and the driver must remain within the perimeter of the churchyard.

Safeguarding

It is the responsibility of the Hirer (under the Children Act 2006) to ensure the safety of all children at all times at any event. There is also a responsibility to safeguard vulnerable adults. The DCH CIC has a Policy for Child Protection and Safeguarding of Young People and Vulnerable Adults. This document is available on the Wilfrid's Cafe website.

Hirers are responsible for the observance of the law regarding child protection, in particular that adults having continuing and close contact with children or vulnerable adults should have undergone a DBS (Disclosure & Barring Service) check. If appropriate, the hirer shall provide the bookings secretary with a copy of their DBS checks and Safeguarding Policy on request.

Any incidents should be reported to the Safeguarding Officer (see policy) and an incident form completed. These are available from the Safeguarding Officer.

Indemnity

The Hirer shall indemnify and keep indemnified each of the DCH CIC Board of Directors and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the Church and churchyard, annexe office or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Premises conditions
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by DCH CIC, 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.

Additional Insurance

The Hirer is responsible for ensuring that they, or any catering company or operator bringing equipment into the premises has relevant and appropriate insurance, which shall include public liability insurance to the value of £5 000 000.

Hirers must provide Public Liability insurance (£5,000,000 minimum indemnity)

The Premises does have public liability insurance, details of which will be supplied upon request.