



Neroche Village Hall

HEALTH & SAFETY POLICY

2023



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Health and Safety Policy

Part 1 - General Statement of Policy

This document is the Health and Safety Policy of Neroche Parish Hall.

Our policy is to:

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

It is the intention of Neroche Parish Hall Committee to comply with all relevant Health and Safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

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

Hirers, users and other visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the Committee, with all safety requirements set out in the Hiring Agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

Name: Karen Learoyd

Position: Chairman (On behalf of the Neroche Hall Parish Committee)

Date: May 2023



Part 2: Organisation of Health and Safety

The Neroche Parish Hall Committee has overall responsibility for health and safety at Neroche Parish Hall and takes day to day responsibility for the implementation of this policy.

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

It is the responsibility of hirers to ensure that adequate safeguards are in place to protect the well-being of the disabled, children and vulnerable adults.

Should anyone using the hall come across a fault, damage or other situation which might cause injury and cannot be rectified immediately they should inform the Chairman or the Bookings Secretary, as soon as possible so that the problem can be dealt with.

Where equipment is damaged or otherwise faulty a notice should be placed on it warning that it is not to be used and the Chairman or the Bookings Secretary informed as soon as possible.

The following persons have responsibility for specific items:

First Aid box: Chairman, Karen Learoyd
Reporting of Accidents: Chairman, Karen Learoyd
Fire precautions and checks: Committee Member, Ned Binding
Risk Assessment and Inspections: Committee Member, Ned Binding
Information to contractors: Trustee responsible for Contractor
Information to hirers: Booking Clerk, Karen Learoyd
Insurance: Honorary Treasurer, Jacqueline Wanstall

A plan of the hall is shown in Appendix A.

Part 3: Arrangements and Procedures

1) Licence

The hall is licensed for music, singing and dancing by Somerset Council.

The sale of alcohol is permitted through a Premises Licence.

2) Fire Precautions and Checks

The Committee has had a Fire Risk Assessment carried out in January 2023 in accordance with the Regulatory Reform (Fire Safety) Order 2005. This will be updated annually.

The Fire Risk Assessment is available on the village hall web-site where progress with the recommended actions is shown.



A plan of the village hall showing the fire alarm points, fire exits and firefighting equipment is shown in Appendix A.

The person with responsibility for testing equipment and keeping logbook is the Committee Member, Ned Binding.

Devon and Somerset Fire & Rescue Service: Lisieux Way, Taunton, TA1 2HU.
Tel No. 01932 872200

The company hired to maintain and service fire safety equipment is:

- Extinguishers: Fire & Security Ltd, 1 Raps Green, Taunton, TA1 2UT (Tel: 01823 271182).
- Emergency lights and smoke/heat detectors: Forrest Electrical Services Ltd, Magnolia House, Windmill hill, Ashill, Ilminster, TA19 9NS (Tel: 01823 480905).

Location of Fire Safety Log Book: Kitchen

Checking of Equipment, Fittings and Services:

- Weekly: Door mats and stops, toilets, accident book, fridges, outside lights, fire doors, all lights, dishwasher and smoke/heat detectors.
- Monthly: First Aid Box, ladders and steps, locks and sockets, emergency lighting
- Half Yearly: Window cleaning, outside gutters,
- Yearly: Fire extinguishers, electrical certificate, gas boiler.

3) Procedure in case of accidents

The location of the nearest hospital Accident and Emergency/Casualty dept is Musgrove Park Hospital, Parkfield Drive, Taunton, TA1 5DA.
Tel: 01823 333444

The location and telephone number for the nearest doctor's surgery is The Meadows Surgery, Canal Way, Ilminster, TA19 9FE.

The First Aid Box is located in the kitchen.

The person responsible for keeping this up to date is the Chairman, Karen Learoyd.

The accident forms are kept on the main hall noticeboard. These must be completed whenever an accident occurs.

Any accident must be reported to the Chairman.



The person responsible for completing RIDDOR forms and reporting accidents in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 is the Chairman.

4) Safety Rules

The Standard Conditions of Hire shown in Appendix B contain many health and safety aspects. All hirers will be expected to read the conditions and should sign the hiring form as evidence that they agree to the conditions.

The Standard Conditions state that all statutory or local regulations and rules for public safety must be strictly observed by hirers and fire and safety equipment must not be misused or removed from its designated location. Fire and other exits must not be obstructed. Illuminated fire exit signs must be on for all public entertainment.

A safety check is carried out monthly and any risks reported to the Committee.

5) Contractors

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

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

6) Insurance

Company providing the hall's Employer's Liability and Public Liability insurance cover is:



- Ansvar Insurance
- Policy no. CCP2208038
- Date of renewal: 22nd June 2023

7) Review of Health and Safety Policy

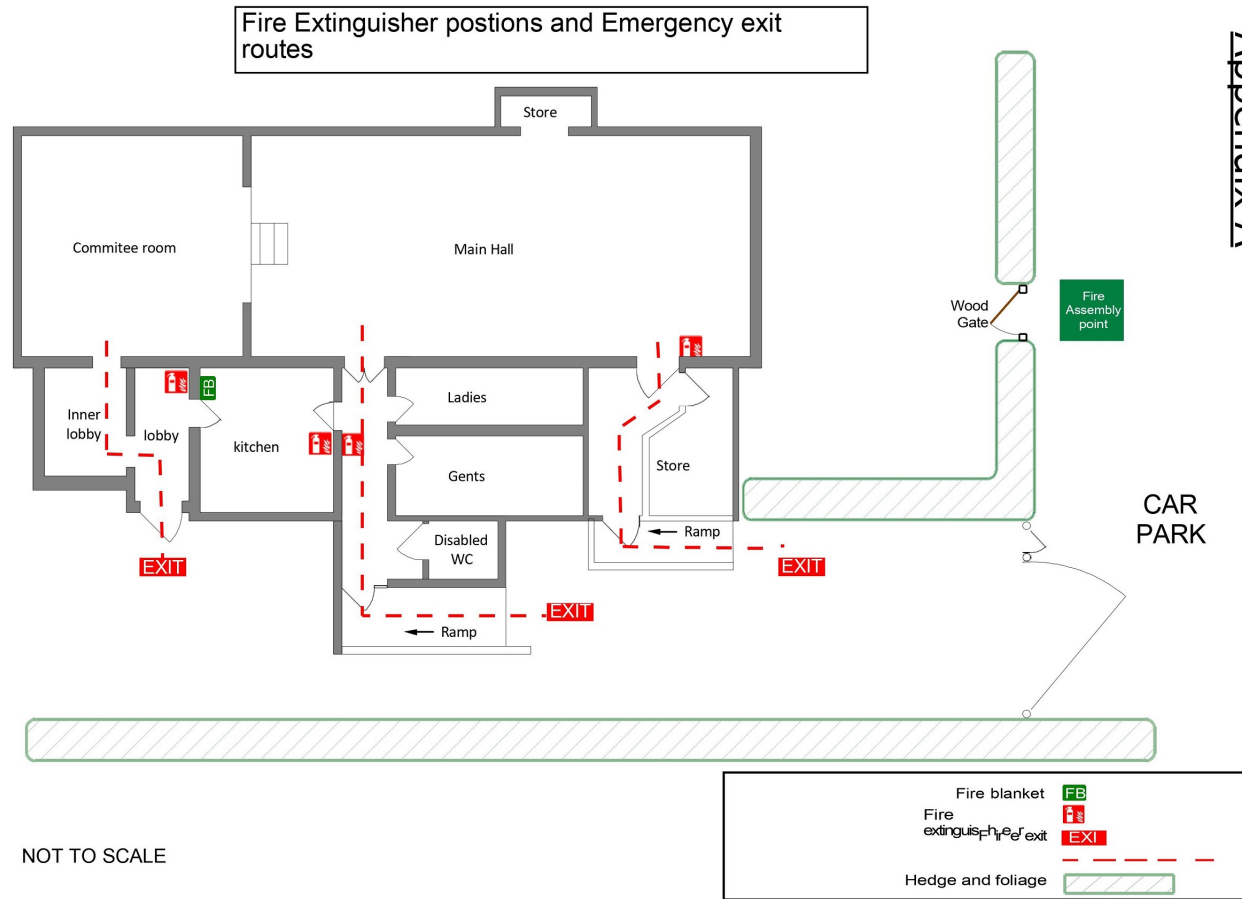
The Committee will review this policy annually. The next review is due in May 2024.

8) Organisations that can give advice on health and safety:

- Health and Safety Executive, 2 Rivergate, Bristol, BS1 6EW
- Devon and Somerset Fire & Rescue Service: Lisieux Way, Taunton, TA1 2HU. Tel No: 01932 872200
- Somerset Council Environmental Health, County Hall, The Crescent, Taunton. Tel: 0300 123 224



Appendix A: Premises Fire Extinguisher Positions and Fire Exit Routes





Appendix B: Standard Terms and Conditions of Hire

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

These conditions of hire shall prevail in any contract for the hire of the hall, and no variation thereof shall be permitted, without prior written consent of the Booking Secretary. Any serious breach of these conditions shall entitle the Hall Committee to take such steps as are necessary to rectify the same, including termination of the function or activity, and the vacation of the hall by all persons for whom the hirer is responsible.

All applications for use of the Hall shall be made on the application form and lodged with the Booking Secretary. The Committee at its absolute discretion shall be entitled to reject any application or refuse admission to the Hall to any individual, group or organisation without assigning any reason to such rejection or refusal. All bookings are subject to confirmation by the Booking Secretary and to payment of the appropriate fees (including special deposits for music & dancing & sale of alcohol) as published from time to time by the village Hall Committee. No bookings will be accepted from any person under the age of 18 years of age. Written notice of cancellation of bookings will be accepted if received not later than 28 days before the reserved date. After this time all booking fees will be forfeited in full.

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 described in the Hiring Agreement 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 Village Hall holds both a Performing Rights Society Licence and a Phonographic Performance Licence, which permit the use of copyright music in any form, either recorded or by performers in person.

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

The Trustees of the Management Committee hold a License to sell Alcohol for consumption on the premises. Licence to sell Alcohol is only available to hirers by special consent and for a separate fee. There is a separate Alcohol Licence application form.

6) Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Hall's Health and Safety Policy (refer to Hall Website / Information).

7) Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator available for use.

8) Outbreaks of fire

The Fire Service must always be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary of the Hall committee. The Hirer must be aware of the following matters:

- Action to be taken in event of fire: Always Call the Fire Brigade - Evacuate the Hall – Close all Fire Doors
- Location and use of fire equipment (see Appendix A).
- Fire Exits & Fire Escape Routes & Assembly point (see Appendix A).
- Exit Door fastening operation.

9) 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).

In advance of an Entertainment or Play the Hirer shall check the following items:

- All fire exits are unlocked and panic bolts in good working order.
- All escape routes are free of obstruction and can be safely used.
- No fire doors are wedged open.
- Exit signs are illuminated.
- No obvious fire hazards on the premises.

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 made against or incurred by the Village Hall Management Committee, their employees, volunteers,
 - iii. agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
 - iv. all claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- a) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii)



and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

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

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

12) Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public as soon as possible to a member of the Village Hall Management Committee and complete the relevant section in the Village Hall's accident book.

Certain types of accident or incident must in addition be reported to the Incident Contact Centre in accordance with the RIDDOR 2013 Reporting of Injuries, Diseases and Dangerous Occurrences Regulations online www.hse.gov.uk /www.riddor.gov.uk Please contact Hall Booking secretary for assistance.

Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible.

13) Explosives and flammable substances

The Hirer shall ensure that:

- No Highly flammable substances including pyrotechnics are brought into, or used in any part of the premises. Pyrotechnics means the use of apparatus or other devices for the production of smoke, coloured smoke or firework-like effects.
- No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the Management Committee.
- No decorations are to be put up near light fittings or heaters.

14) Heating

The hall has adequate heating with instructions on use beside each control. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.



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. It is a condition of the Alcohol License that the Challenge 25 policy is enforced. 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 MUST leave the premises. No illegal drugs may be brought onto the premises.

16) Animals

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

17) Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall Management Committee with a copy of their CRB check and Child Protection Policy on request.

18) Fly posting including Social Media

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements including Facebook, Twitter, Instagram or any other social media for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19) Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20) Film shows

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



21) Stored equipment

No equipment belonging to the Hirer may be stored at the hall without express permission from the Booking Secretary. 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) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall Management Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

22) 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.

23) No rights

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

24) Dangerous and unsuitable performances

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

25) 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 there under. Any person who breaches this provision shall be asked to leave the premises.

26) Birthday Parties

Events involving the celebration of 18th or 21st birthdays are not permitted to take place on the premises at any time. This is a condition of the Premises License.

27) Parking

Adequate vehicle access should be provided and kept free from obstruction for use by the emergency services.



28) 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.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b) the Village Hall Management Committee reasonably considering that
 1. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 2. unlawful or unsuitable activities will take place at the premises as a result of this hire.
- c) the premises becoming unfit for the use intended by the Hirer (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

29) 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. In particular we ask you to ensure tabletops are wiped clean before being stacked in the cupboard. It is important that any failures of hall equipment or any breakages or damage of any kind has taken place are reported to the booking secretary as soon as possible in order to rectify the situation. As we have no Council waste collection service, please remove all rubbish created by the Hire from the premises at the end of each hiring session. Please switch off all lights and heaters as you leave. Refer to main hall noticeboard for checklist to make sure all end of hire actions has been completed.

Thank you
Neroche Hall Committee