

Cheddington Village Hall Management Committee

Standard Conditions of Hire

(If the hirer is in any doubt as to the meaning of the following, the Chairman or Booking Clerk should immediately be consulted.)

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. SUPERVISION

THE HIRER must be over 18 years of age.

THE HIRER will, 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.

2. ACCESS

THE HIRER will only be granted access to the hall for the duration of the booking.

THE HIRER must allow time within the booking for the setting up and clearing away after the event.

THE HIRER must allow access to members of the Management Committee at any time.

3. CAPACITY

The number of people on the premises shall not exceed for dancing, or seated the number permitted under the entertainment or premises licence granted in respect of the premises (hereafter called "The Licence"). These are 200 for the main hall and 50 for the side room.

4. HOURS OF OPENING

The premises shall not be used for public entertainment except between the hours of: Monday to Saturday 08.00 to Midnight & 09.00 to 23.00 on Sundays, unless special permission has been issued by Aylesbury Vale District Council and by the Management Committee. The hall will not be available for hire on Christmas Day or Good Friday

5. USE OF THE PREMISES

THE HIRER shall not use the premises for any purpose other than that described in the booking application form 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.

THE HIRER acknowledges that she/he has received instruction in the following matters and the hirer must check the following items:

- 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 (diagram of location in entrance lobby)
- 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.
- 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.

- The location of the first aid box.

ALL HIRERS have the use of the kitchen for making tea and coffee and should share this facility with other users who may be in the other part of the hall. Exclusive use must be booked.

6. FIRE REGULATIONS

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Chairman of the Management Committee.

Highly flammable substances shall not be brought into or used in any portion of the premises.

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee.

No unauthorised heating appliances are to be used on the premises.

7. LICENSES

THE HIRER shall be responsible for obtaining such licenses as may be needed for the sale or supply of intoxicating liquor, and for the observance of the same.

ALCOHOLIC drinks must not be served at the hall without the prior knowledge of the Management Committee, and the hirer is responsible for ensuring that the licensing laws are strictly observed. The sale of alcohol may only take place through a bar run by a person who has obtained a proper licence and alcohol must not be consumed in the hall by young persons under the age of 18.

DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS – The Hirer must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour;

- (i) **No one attending the event consumes excessive amounts of alcohol;**
- (ii) **No illegal drugs are brought onto the premises**

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

MUSIC COPYRIGHT LICENSING – The Hall holds relevant licences under Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL) copies of which are on the notice board.

FILM / PERFORMANCES The Hirer must ensure that they have the appropriate copyright licences for film and performances.

8. 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.

9. PUBLIC SAFETY COMPLIANCE

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

10. 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. The premises are provided with a refrigerator and thermometer.

11. ELECTRICAL APPLIANCE SAFETY

THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner, in accordance with the Electricity at Work Regulations 1989.

12. INDEMNITY

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third-party claims, which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence.)

13. ACCIDENTS AND DANGEROUS OCCURRENCES

THE HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 2013(RIDDOR).

14. SMOKING / VAPING

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. Vaping is also prohibited within the premises.

15. CAR PARKING

The lane leading to the Hall must not be obstructed. The Hall car park will accommodate a good number of cars if they are parked sensibly. There must be no parking on the grass, footway, and paved area. Parking within the disabled parking bays is reserved for holders of disabled parking permits. Parking is at owner's risk. The car park is not owned / operated by the Village Hall Management Committee. It is Parish Council land for public use with its own restrictions as decreed by signage.

16. ANIMALS

THE HIRER shall ensure that no animals (including birds) except guide dogs, hearing and assistance dogs are brought into the hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

17. SAFEGUARDING CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS

THE HIRER must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested the hirer must provide us with a copy of their safeguarding policy and evidence that they have carried out relevant checks through the Disclosure and Barring service (DBS).

The Hirer must restrict children from viewing age restricted films classified according to the recommendations of the British Board of Film Classification.

18. ADVERTISING

The hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified against all actions, claims and proceedings arising from any breach of this Condition. If the hirer fails to observe this Condition they may be prosecuted by the local authority.

THE COMMITTEE cannot accept any liability, for actions, claims or proceedings against the hirer for any unauthorised advertising.

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. STORAGE

We accept no responsibility for any stored equipment or 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

21. CANCELLATION

IF THE HIRER wishes to cancel the booking before the date of the event and the Committee 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 Committee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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, you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

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 comply with the following

- Any contents temporarily removed from their usual positions properly replaced including chairs and tables
- All rubbish to be placed in the bins outside the kitchen
- The heating thermostats returned to their original settings.
- All internal and external doors locked and the internal set of keys left within the key cupboard.
- The front door key returned to the appropriate place
- Caterers, bands and disco operators must remove all of their equipment at the end of the function

Otherwise the committee shall be at liberty to make an additional charge.

23. NO ALTERATIONS

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal

24 NO RIGHTS

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

25. NOISE

THE HIRER shall ensure that the minimum of noise is made on arrival and departure, and that noise levels of their function do not cause any inconvenience to local residents and other hirers of the hall. To ensure compliance with the licence a device will cut out the electricity supply to the ring main circuits just after 24.00 each day.

26. DATA PROTECTION ACT

Any personal data collected will be managed in accordance with your legal rights under Data Protection Regulations.

THE COMMITTEE reserves the right to alter these term and conditions at any time

As Witness the hands of the parties hereto:

Signed on behalf of the Village Hall Management Committee.

Date _____ Signed _____

Signed by the person named on the application for booking form or on behalf of the Hirer (where applicable).

Date _____ Signed _____