



Hughenden Village Hall

# Terms and conditions of Hire

December 2015

# Terms & Conditions of Hire

## Definitions:

**Hall – means either the small, large hall, committee room, Marquee or any facility available for Hire by the Hall Committee**

## **HVH – Hughenden Village Hall**

These Standard Conditions apply to all hiring of any or all the Village Hall rooms. If the Hirer is in any doubt as to the meaning of any of the following conditions, the HVH Bookings Secretary should be consulted immediately. The Hirer is advised to print and carry a copy of these conditions during the event so that they can check any condition should the need arise.

Regular users of the Hall should ensure they sign the Conditions of Hire at least once per calendar year.

Commercial hirers, recreational clubs and formal organisations must ensure they have their own public liability insurance

## **1. 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 HVH Bookings 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.

## **2. Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the on-line 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.

## **3. 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.

## **4. Licenses**

The Hirer shall ensure that the Village Hall holds a Performing Rights Society (PRS) License that permits the use of copyright music in any form e.g. record, compact disc, tapes, MP3, radio, television, or by performers in person. If other licenses are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant license or the Village Hall holds it.

The Hirer should note that the ticket price of any event of £20 or above will attract additional fees payable to the Performing Rights Society and that this is their responsibility. The Village Hall Management Committee will not be responsible for paying any fees claimed by the PRS.

?? The Village Hall holds a License for the Sale and/or Consumption of Alcohol. The hirer must fill in a separate form, available from the Village Hall website, and submit this to the

Bookings Manager at the time of booking. A signed copy will be returned to the Hirer as proof that they are licensed during their event.

For more information please contact your District Council:

Aylesbury Vale - Tel: 01296 585 560 or email: [licensing@aylesburyvaledc.gov.uk](mailto:licensing@aylesburyvaledc.gov.uk)

Wycombe – Tel: 01494 421222 or email: [licensing@wycombe.gov.uk](mailto:licensing@wycombe.gov.uk)

Chiltern – Tel: on 01494 732140 or email: [licencing@chiltern.gov.uk](mailto:licencing@chiltern.gov.uk)

## **5. Public Safety Compliance**

The Hirer shall comply with all Conditions and Regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- (a) The Hirer acknowledges that they fully understand the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall. (See "Information For Hirers")
  - The location and use of fire equipment. (See "Plan")
  - Escape routes and the need to keep them clear.
  - Muster Point
  - Method of operation of escape door fastenings.
  - Appreciation of the importance of, and of closing of, 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 the panic bolts are 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 Hirer, regardless of whether a regular or infrequent hirer, will undertake their own risk assessment in respect of their use of the Hall and inform the booking Secretary should anything arise that raises concern.

## **6. Means of Escape (Shown as MoE on the plan of the Halls on page 9)**

(a) All means of escape 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).

(c) During the initial Health and Safety activity, the Hirer should ensure they understand how people with disabilities or other special needs will evacuate the building should they need to do so.

## **7. Outbreaks of Fire**

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

## **8. 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.

### **9. Electrical / Gas Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used must be in full working order and safe to use. Equipment used on a regular basis will need a (PAT) test sticker and date tested 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.

The Hirer should ensure they are aware of the location of the isolations Switches for both the Gas and electricity during their hiring period.

### **10. Indemnity**

The hirer is advised to:

- (a) Indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against
  - I. the cost of repair of any 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 or injury to persons 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 suffered or incurred as a result of any nuisance caused by a third party as a result of the use of the premises by the Hirer.

**(b) Take out adequate insurance to insure the Hirer and members of the Hirers organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary.**

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

### **11. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's accident book, which is kept in the Kitchen. Any failure of equipment belonging to the Village 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 Booking

Secretary will give assistance in completing the form. This is in accordance with the Reporting of

Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **12. Explosives and Flammable Substances**

The hirer shall ensure that:

- (a) Strictly no smoke machines are used.
- (b) Highly flammable substances are not brought into, or used in any part of the premises
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee.
- (d) No decorations are to be put up near light fittings or heaters.
- (e) No barbecue or hog roasting equipment to be used without prior agreement of the Management Committee.

### **13. 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 Propane Gas (LPG) heating appliances shall not be used under any circumstances.

### **14. 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.

### **15. 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 by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

### **16. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under the age of 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** 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 Child Protection Policy on request.

### **17. 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'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.

### **18. 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.

### **19a. Cancellation by The Hirer**

The Hirer must notify the Village Hall Booking Secretary in writing, or via the online booking system, of the intention to cancel the Agreement of Hire. On receipt of such notice the Management Committee reserves the right to make the following charges:

(a) On notification being received twenty-eight days or less prior to the date of hire, the charge will be half of the Total Hire Fee.

(b) On notification being received seven days or less prior to the date of hire, the charge will be three-quarters of the Total Hire Fee.

(c) For all bookings of Hall made for 2 consecutive days or more, on notification of cancellation being received 2 months or less prior to the date of hire, the charge will be

three- quarters of the Total Hire Fee.

### **19b. Cancellation by The Village Hall Committee**

The Village Hall 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 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.

(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 amount already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **20. 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 by the Village Hall Management Committee, and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall Management Committee shall be at liberty to make an additional charge. **Keys must be returned to the Bookings Secretary immediately after the hire period ends. A charge of £65.00 will be charged for lost keys.**

The hirer shall ensure that the accommodation is left in a clean and tidy condition and all rubbish is put in to black waste sacks and deposited in the waste bins located outside of the small hall.

### **21. 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 shall, if using sound amplification equipment, comply with any other licensing condition for the premises.

### **22. 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, at the discretion of the Hall Committee, will be charged for each day or part of a day of the hire fee per hiring until the same is removed.

The Village Hall Management Committee may dispose of any 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, at its discretion under any of the following circumstances, namely:

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring

**23. No Alterations**

No alterations or additions may be made to the premises. Articles must not be attached to walls doors or curtains.

Hanging rails can be provided, on request, for attachment of placards, decorations or other articles.

**24. No Rights**

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

**25. Keys**

The Village Hall keys will be available from the Booking Secretary immediately prior to your agreed hire date and time. After locking up, the keys must be returned there immediately

Please ensure that any outside caterers, contractors and bar staff are aware of the Hire Period and that they will not be able to enter before, or leave after, the Hire Period.

Please telephone 07831 872900 in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is on New Year's Eve) only those helping to clear up the Village Hall should be on the premises.

**26. Special Conditions**

Please take due note of the Special Conditions found on Page 10 of this document.

**27. Safety**

Under current legislation, the entire building is covered by No Smoking Premises Regulations 2007, under which smoking is prohibited in any public building. Electronic Cigarettes are also subject to this prohibition in any part of the premises.

In the event of a fire, the Village Hall is to be evacuated in an orderly manner, using the appropriate exits. The Fire and Rescue Services must be called by dialling 999.

The Hirer is advised to ensure that they have a mobile phone available for emergency use.

The exact location of the fire exits and fire extinguishers (See plan on page 9) must be noted before the Village Hall is occupied.

The Hirer is responsible for unlocking any Fire Exit doors. The location of, and the manner of opening the Fire Doors, should be made known to guests as well as the location of the Muster Point..

The special trolleys provided must be used to move stacks of chairs in order to avoid injury and prevent damage to floors. Tables and chairs must be stacked where found after use, unless a request and payment has been made for this to be done. The chairs should not be stacked more than eight (8) high.

No user should enter the under stage area unless authorised to do so. When entering the under stage area a second person should be present. No persons should be locked under the stage.

All spills should be cleaned immediately and any leaks or water present should be cordoned and reported to the Booking Secretary immediately.

Trailing cables are not permitted and should be secured using proper cable management

systems. No tape should be used on floors or walls to cover cables or hang items on the walls.

Lone workers or hirers of the hall should be more aware of their own safety and be aware of the committees Lone Worker Policy.

The Village Hall Health & Safety file and First Aid box are both located in the Kitchen.

### **28. Heating**

The heating controls are located by the door to the Kitchen in the large hall and the corridor to the toilets in the small hall. DO NOT adjust individual radiators / heaters as this may result in damage to the appliance and inconvenience subsequent users.

### **29. Car Parking**

The Village Hall car park area will accommodate a large number of vehicles if they are parked sensibly. Please do not block the main doors or the disabled entrance / fire exit to the right of the main hall.

The public pavement or highway must not be obstructed. Please ensure that vehicles are parked within the white painted line.

There are additional parking areas on Valley Road.

During large events marshals/stewards should be present in the carpark to ensure public safety.

### **30. Consideration for Local Residents**

Please ask your guests to leave quietly at the close of your event so as not to disturb local residents.

### **31. Respect for other users**

Please leave the Village Hall clean and tidy, using the equipment provided. In particular we ask that table tops are wiped clean before being stacked and stored.

### **32. Faults / Damage / Comments**

Any faults or damage must be reported to the Booking Secretary as soon as possible so that such items can be rectified quickly.

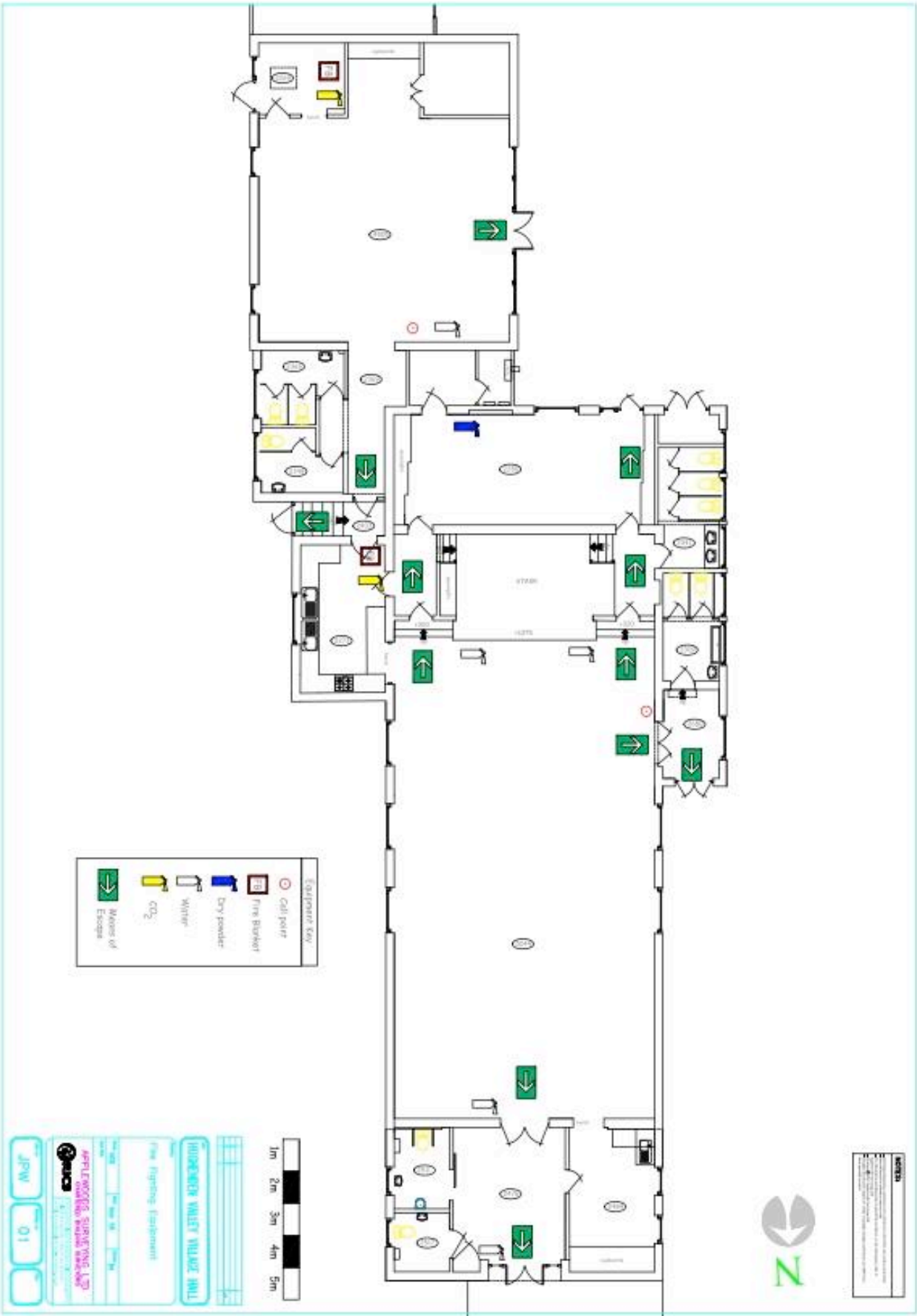
The HVH Management Committee welcome comments and observations in order that they can consider any improvements for the facilities offered.

### **33. Read and understood**

The link below confirms the named hirer has read and understood the terms and conditions of Hire for Hughenden Valley village hall. Your booking will not be confirmed until the Booking Secretary has received this confirmation.



PLAN SHOWING EMERGENCY EXITS AND FIRE FIGHTING APPLIANCES



# SPECIAL CONDITIONS

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003.

These conditions apply to all events of which regulated entertainment or the sale of alcohol takes place and should be inserted into the Hiring Agreement where necessary.

The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises License and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

## **1. Hours of Opening**

The premises shall not be used for licensable activities except between the hours set out in the Hire Agreement unless special permission has been issued by Wycombe District Council and by the Village Hall Management Committee.

## **2. Capacity and Supervision**

a. **The number of people on the premises shall not exceed 264 (seated) for the large hall and 162 (seated) for the small hall. See [www.hughendenvillagehall.co.uk](http://www.hughendenvillagehall.co.uk) for details of the maximum number for seated events.**

b. There shall, in addition to the hirer, be a minimum of:

2 x competent attendants for up to 100 persons

3 x competent attendants for over 100 persons

on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age.

If the majority of the audience is under 15 years of age and/or there are many disabled people, then the number of attendants shall not be less than:

3 x competent attendants for up to 100 persons

4 x competent attendants for over 100 persons

All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies including attention to disabled persons, the location and use of fire fighting equipment available, how to call the fire brigade and evacuation procedures.

## **3. Age**

The Hirer, not being a person under 21 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 of the Premises License and/or the Operating Schedule relating to management and supervision of the premises are met.

## **4. Dangerous and Unsuitable Performances**

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

## **5. Film Shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.



Hughenden Village Hall

**Terms and conditions of Hire**

December 2015

**I have read and understand the HVH terms and conditions of Hire and I will comply with them fully**

Signed \_\_\_\_\_

Date \_\_\_\_\_