

PITSTONE MEMORIAL HALL STANDARD 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 Hall Secretary or Booking Clerk should immediately be consulted. If booking online, by ticking the Terms & Conditions Box, you are agreeing to comply with all conditions described herein.

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 Village Hall management committee, the Hirer shall 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 not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof no 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 Hirer shall ensure that the Village Hall holds a Performing Rights Society Right Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television 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 the Village Hall holds it.

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.

(a) The Hirer acknowledges that they have received 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 fastenings
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of hire.

(b) In advance of any 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.

7. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illuminating all exit signs and routes is permanently on.

8. 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 management committee and the Booking Clerk/Caretaker. The Pitstone Memorial Hall Fire Policy is included in this pack.

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, 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. All food must be removed from the refrigerator at the end of the hire period.

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. A circuit breaker must be provided by the Hirer where the Hirer brings equipment in to the Village Hall.

11. Insurance and indemnity

- (a) 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. The Hirer must report any existing damage to the Authorised Representative prior to the start of the event.
 - (ii) All claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, 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
 - (iii) 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.
- (b) 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.
- (c) Where the Village Hall does not insure the liabilities described in sub-clause (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 Village Hall 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 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. 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 Incident Contact Centre. The 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). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk

- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly CF83 3GG

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, and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene) 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 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.

The operating switch for the Main Hall heating is located in the kitchen. The Millennium and Meeting Room heating switches are located by the inner doors. To operate the heating: (1) Press the centre button repeatedly until the required duration is displayed. (2) Check the thermostat on the individual room radiators are at the desired temperature. (3) The heating will automatically switch off at the end of the pre-set duration.

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 should 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.

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 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 8 years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and 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

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 the 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 the film.

21. 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 payment of the relevant fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by prior 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
- (e) A funeral arising for a parish resident and no other suitable room being available for use for the wake.

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.

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition (at a cost to be determined by the Village Hall management committee, such cost may be waived at the discretion of the management committee), 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. Please use the End of Hire Checklist at the end of your hire period.

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 shall comply with any licensing conditions relating to the premises.

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) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within in 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.

25. 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 management committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall 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 if any damage is caused to the premises by such removal.

26. No rights

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

27. Dangerous and unsuitable performances

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

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 the provision shall be asked to leave the premises.

29. Equality Act 2010 and the Village Hall's Equal Opportunities Policy

The Hirer shall comply with the provisions of the Equality Act 2010 and the Village Hall's Equal Opportunities Policy.

30. Prohibitions

No ball games permitted in any part of the hall. No bouncy castles permitted in the Millennium Room.

Where booking online, by ticking the 'Terms and Conditions' box you are agreeing to comply with all the Terms detailed herein. Please ensure that you provide all the information detailed below on your online booking request form.

HIRING AGREEMENT
Pitstone Memorial Hall, Vicarage Road, Pitstone LU7 9EY

Date: _____

BETWEEN:

The Pitstone Memorial Hall named in clause 1.2 acting by its management committee ("Village Hall"), and

The person or organisation named in clause 1.3 ("Hirer")

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.5 for the period(s) described in clause 1.1 . The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required:

Time required:

From: _____ To: _____

Bar required (subject to agreement with the Booking Clerk):

From: _____ To: 11.00pm

NB: If you book bar services, please don't bring your own alcohol onto the premises and make the bar service known to your guests.

Keys are available from the relevant keysafe outside the Hall's main front door. You will be advised of the code prior to your hire date

1.2 Village Hall:

(a) Registered Charity Number: 300318

(b) Authorised Representative:

Booking Clerk

1.3 Hirer:

(a) Name: _____

(b) Address: _____

(c) Authorised Representative: _____

Address: _____

*Contact Telephone Number(s) _____

*Mobile No: _____

Email address: _____

(* = required)

1.4 Hire Fee: £ _____

Deposit against damage/
complaint £ _____

Cleaning Fee (where applicable) £ _____

Total Hire fee: £ _____

The Total Hire Fee (including the deposit and Cleaning Fee where applicable) is payable no later than 21 days prior to the event. Payment is required by BACS (preferred) or cheque (no cash). **ALL CHEQUES WILL BE CASHED** (a refund of the deposit will be made where applicable). **Cheques to be made payable to Pitstone Memorial Hall. BACS payments to Pitstone Memorial Hall Charity account at Unity Trust Bank, Account number 20337685, Sort code 60-83-01.**

The deposit can be refunded (at the discretion of the Village Hall management committee) within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or the contents nor complaints made to the Village Hall about noise or other disturbance during the period of hiring as a result of the hiring and the End of Hire Check List has been completed and signed.

Commercial Use? Yes/No

1.5 Premises

Please specify areas to be hired:

- Main Hall
- Main Hall kitchen
- Millennium Room
- Meeting Room
- Millennium extension kitchen
- Changing Room
- Memorial Bar

1.6 Purpose/description of hiring:

Will this be a public or private event: _____

If the Village Hall is booked for a private party the location of the event must not be advertised via social media e.g. Facebook. In the event that it is, the Village Hall management committee reserves the right to cancel the hiring.

Please use Blue Tack and not sticky tape if putting up decorations to avoid damage and potential loss of deposit.

1.7 Is food to be provided at the event? _____

2. The Village Hall has a Premises Licence authorising regulated entertainment and licensable activities.

2.1 If you have requested that alcohol is to be available at your event you will need to arrange with the Booking Clerk for the Memorial bar to be provided or for a Temporary Event Notice (TEN) to be given for the event. If you book bar services, please make this known to your guests and ensure that alcohol is not brought onto the premises. **If arranging your own alcohol, the TEN must be applied for by the Hirer.**

- 2.2 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main Hall	casual tables and chairs (Party)	120
Main Hall	tables and chairs	100
Millennium Room	tables and chairs	60
Meeting Room	close seating	55

Any other variations must be discussed with the Booking Clerk

The total number of people attending the event must be confirmed to the Booking Clerk prior to the start of the hiring.

- 2.3 Where a licensable activity will take place, the Hirer hereby acknowledges the conditions of the Premises Licence and/or operating Schedule for the premises (displayed in the foyer) in accordance with which the hiring must be undertaken and agreed to comply with all obligations.
- 2.4 The Village Hall has a licence with the Performing Right Society for the performance of copyright music together with a PPL Licence. These licences only cover the use of music for non-commercial hires e.g. family parties. They do not cover commercial hirers e.g. Pilates, zumba etc.

Commercial Hirers

If you are a commercial hirer you will need to hold valid licences for the use of music at the Hall. The Village Hall management committee reserves the right to request a copy of the relevant licence(s).

Please tick the box to confirm that you hold the appropriate licence(s)

- 2.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the Village Hall's Premises Licence **a Temporary Event Notice (TEN) will need to be given to the licensing authority by the Hirer.**

The Hirer shall obtain written consent of the management committee before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of cooperation could affect future fundraising by the Village Hall management committee and local voluntary organisations.

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement. The Hirer agrees that any member of the management committee and/or the Booking Clerk is permitted access to the Village Hall at any time in order to monitor compliance.

4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Village Hall management committee deems necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement.

Signed by the person named at 1.2(b) above, duly authorised on behalf of the Village Hall's management committee:

Signed by the person named at 1.3(a) above or at 1.(c) above, duly authorised on behalf of the organisation named at 1.3(b) above, where applicable:
