

Charvil Village Hall Terms and Conditions of Hire February 2019

1. Definitions

- 1.1 Charvil Village Hall (CVH) is owned by Charvil Parish Council (CPC) and managed on its behalf by its Amenities Committee (AC).
- 1.2 CVH is administered primarily by the Assistant Parish Clerk (APC) or in their stead, the Parish Clerk (PC) or nominated Councillors. The APC (or deputy) acts on behalf of CPC to receive and confirm bookings, arrange access, inform Hirers of the terms and conditions of hire and to monitor adherence to these. All references to the APC below shall be taken to refer to the Assistant Parish Clerk or any other officer or councillor as nominated.
- 1.3 The Hirer refers to the person or organisation hiring CVH for any event. It is the Hirer's responsibility to ensure that any persons on the premises for the duration of their booking adhere to the terms and conditions of hire set out in this document.

2. Acceptance of Terms and Conditions

Use of CVH is subject to the following Terms and Conditions. By making a booking and/or using CVH the Hirer accepts and agrees to these Terms and Conditions. The Hirer agrees to abide by and enforce the Terms and Conditions of Hire and sign the Hire Agreement (covering a period of up to 12 months) before using any of CVH Facilities. Any incident arising from a breach of the Terms and Conditions of Hire will be the sole responsibility of the Hirer. Any such breach will result in loss of deposit and could incur additional charges.

3. Opening Hours

CVH is normally available for hire between 9:00am to midnight throughout the year (music may not be played beyond 11.30pm).

4. Village Hall Equipment and Facilities

- 4.1 CVH comprises the Main Hall, the Kitchen and the Committee Room - each of which is available for hire. *NB the kitchen may be shared use.*
- 4.2 The booking of facilities within the hall shall entitle the Hirer to the use of CVH equipment by agreement with the APC, such as tables and chairs, and kitchen equipment and utensils if the kitchen has been booked, on the condition that all equipment is returned, clean and undamaged at the end of the booking.
- 4.3 Car Parking: Parking is available in the car park for up to 49 cars. Vehicles must not be parked on the highway or at the entrance or exit from CVH. There are two disabled bays. CPC advises the Hirer to supervise parking when a high attendance is expected and reminds Hirers that parking on pavements is not permissible. Hirers are encouraged to arrive by coach/minibus whenever possible.
- 4.4 Any damage or failure of equipment must be reported to the APC.
- 4.5 Storage: The permission of the APC must be obtained before goods or equipment can be stored in the premises overnight.

5. Booking Process and Conditions

- 5.1 CVH may be hired by anyone 18 years old or over.
- 5.2 If the Hirer is not known to CPC, the Hirer will be asked to produce personal identification and proof of address.
- 5.3 Bookings will only be considered on a completed Booking Form submitted to the APC.
- 5.4 The AC reserves the right to refuse a booking of CVH or any other Parish facilities if it considers that the hiring would lead to a breach of the Terms and Conditions of Hire or if for any reason the premises are considered unfit for the intended use.

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- 5.5 The Hirer agrees to indemnify CPC for the cost of repairs of any damage done to any property or contents during the hire.
- 5.6 The Hire of CVH does not entitle the Hirer to occupy the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the AC or APC.
- 5.7 In the event that a member of CPC is not available to provide access to CVH, the key will be available from the key safe outside the entrance door at CVH. The Hirer agrees:
- 5.7.1 that the code for the key safe and building alarm will not be shared with any third party;
- 5.7.2 that the key/keys will not be duplicated or passed on to any third party;
- 5.7.3 to take responsibility at the end of the hire period, to ensure that the premises are left clean and tidy, the doors and windows locked and the alarm set (if applicable) and key/keys are returned to the key safe;
- 5.7.4 that if the key/keys are lost or misplaced, to inform the APC or PC immediately and to bear the cost of replacement locks and keys for all existing key holders.
- 5.8 By entering into this agreement, the Hirer accepts that CPC will hold their details for the purpose of carrying out the booking. CPC will not use this information for any other purpose apart from this and/or any future bookings the Hirer may make. See also CPC's 'Hirers Privacy Notice', available on CPC's website.

6. Hire Charges and Payment Policy

- 6.1 The AC reviews and sets hall booking fees annually on or around 1st April each year. The fee applicable to a booking shall be that in force at the time the event is held (i.e. all advance bookings will be subject to any revision in hire rates formally approved by the AC).
- 6.2 A non-refundable deposit of 25% of the hire fee must be paid within 10 days of the booking form being received in order to confirm a booking.
- 6.3 For bookings costing less than £100.00, the full amount will be due within ten days of receipt of the booking form.
- 6.4 The balance of the hire fee if applicable must be paid at least 28 days before the event or at the time of booking if this is less than 28 days before the event.
- 6.5 For private parties a refundable deposit (amount shown on the Booking Form and due at the same time as the balance of the hire fee) is required against accidental damage or loss to the premises and/or contents caused by the Hirer or any person associated with the event. Deductions may also be made in the event of extra cleaning costs, delays caused to the Security Officer or if the building is not vacated at the agreed time.
- 6.6 If any damage exceeds the refundable deposit paid above, CPC reserves the right to recover all further incurred costs from the Hirer.

7. Cancellations

- 7.1 Cancellation by the Hirer will incur the following charges:

| Notice given to cancel a booking | Charge |
|----------------------------------|-------------------------------|
| More than 14 days | 25% of the total hire charge |
| Within 14 days | 50% of the total hire charge |
| Within 7 days | 100% of the total hire charge |

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- 7.2 CPC reserves the right to cancel any hiring by written notice to the Hirer in the event of:
- 7.2.1 the premises being required as a Polling Station;
 - 7.2.2 the AC considering that the hire will lead to a breach of the licensing conditions, legal or statutory requirements, or that unlawful or unsuitable activities will take place as a result of the hire;
 - 7.2.3 the premises becoming unfit for the use intended by the Hirer;
 - 7.2.4 an emergency requiring use of the premises as a shelter for victims of disaster.
- 7.3 In any such case the Hirer shall be entitled to a full refund of any money already paid, but the AC shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

BEFORE YOUR BOOKING

8. Insurance

- 8.1 CPC's Public Liability Insurance shall be extended to each organisation or person whilst using CVH (during a booking agreed with CPC), subject to their fulfilment of the Terms and Conditions of the cover (available on request). This Public Liability cover shall not apply to any organisation or person using the hall for commercial or business purposes. Such organisations or persons should arrange their own Public Liability Insurance. All Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.
- 8.2 CVH insurance does not cover items owned by hall users. Equipment brought into and/or left in CVH is entirely at the owner's risk.
- 8.3 It is the Hirer's responsibility to ensure that any sub-contractor, who provides equipment or a service has appropriate Public Liability Insurance.

9. Licences

- 9.1 Where music is to be played, the Hirer shall ensure that it holds a Performing Rights Society Licence and Public Performance Licence which permits the use of copyright music in any form (e.g. record, CD, tapes, radio, television or by performers in person). If other licences are required in respect of any activity in the Hall, the Hirer must ensure that they hold the relevant licence and, where necessary, bear the cost of such licence.
- 9.2 Sale of Alcohol: CVH is not licensed for the sale or supply of alcohol. No alcohol is permitted to be sold for consumption in any part of the premises without express permission of the APC in writing. With written agreement from the APC the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Police no later than 10 working days before the event. A copy of the TEN must be on the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

10. Health and Safety

- 10.1 Maximum Capacity: To comply with Fire Authority and Local Authority conditions the number of persons occupying CVH is restricted to:
- 150 for a seated event; or
 - 200 if not seated.

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- 10.2 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- 10.3 Upon commencement of the hire, the Hirer must ensure that they have received instruction in the following matters:
 - 10.3.1 the action in the event of fire, including calling the Fire Brigade and evacuation of the Hall; the Fire Brigade shall be called however minimal the fire;
 - 10.3.2 the location of the fire and first aid equipment;
 - 10.3.3 escape routes and the need to keep them clear;
 - 10.3.4 method and operation of emergency exit door fastenings.
- 10.4 In advance of entertainment or play the Hirer shall check to ensure that:
 - 10.4.1 all fire exits are unlocked and escape routes clear of obstruction;
 - 10.4.2 fire doors are not wedged open;
 - 10.4.3 exit signs are illuminated;
 - 10.4.4 there are no obvious fire hazards on the premises.
- 10.5 Smoke machines and/or dry ice machines are not permitted in CVH as they activate the fire alarm. Any call out of a CPC representative or fire alarm company to disarm the fire alarm will be charged to the Hirer at CPC's then-current rate.
- 10.6 Barbeques are permitted only outside in CVH grounds and under adult supervision.
- 10.7 Candles are permitted when guarded; other naked flames are not allowed inside or out (celebration cake candles are permitted).
- 10.8 Electrical Equipment Safety: The Hirer shall ensure that any electrical equipment brought by them to the premises is in good working order and has been Portable Appliance Tested (PAT) within the past year.

DURING YOUR BOOKING

11. Supervision

- 11.1 The Hirer must not engage in any activity which prevents them from exercising general supervision.
- 11.2 All functions for persons under 18 years must be stewarded by an adequate number of adults and with a minimum of 1 adult per 10 young persons and a minimum of three adults at all times.
- 11.3 All supervising adults must be aware of their essential roles with respect to fire and other emergencies.
- 11.4 The Hirer shall, during the period of hiring, be responsible for supervision of:
 - 11.4.1 the premises, the car park and grounds, the fabric and the contents; their care, safety from damage however slight or change of any sort;
 - 11.4.2 the behaviour of all persons using the premises whatever their capacity;
 - 11.4.3 car parking arrangements so as to avoid obstruction of the highway.

12. Sale of Goods

- 12.1 If selling goods on the premises, the Hirer shall comply with the Sale of Goods Act 1979 (as amended).

13. Loss of Property

- 13.1 CPC accept no responsibility for damage to, or the loss of, or the theft of any Hirer's or user's property or effects.

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14. Prohibitions

- 14.1 Smoking. The entire Village Hall is a NON SMOKING venue.
- 14.2 Fireworks and Pyrotechnics: There is a total ban on the use of fireworks or any form of pyrotechnics within, or in the grounds of CVH.
- 14.3 Animals: The Hirer shall ensure that no animals (including birds) are brought into any part of CVH or its grounds. The only exceptions will be guide dogs or any assistance dog, or a special event agreed by the AC.
- 14.4 Betting, Gambling and Lotteries: Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.
- 14.5 Sub-letting. The Hirer shall not sublet CVH or any part thereof.

15. Nuisance

- 15.1 CVH is a community facility primarily for the benefit of Charvil and other local residents. It is located in a residential area and any use of CVH must be made with due consideration to nearby residents. Hirers and organisers of events in CVH are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises or to cause inconvenience or annoyance to occupiers of nearby houses.
- 15.2 Live and recorded music may not be played outside except during official village events.
- 15.3 The Hirer is responsible for minimising all undue noise on arrival and departure especially late at night.
- 15.4 Power to the hall sockets will automatically switch off at 11:30pm. It is the responsibility of the Hirer to ensure that all electrical equipment is disconnected before 11:30pm. In order to avoid damage to disco equipment, it is the responsibility of the Hirer to inform any disco operator that the power will be cut at 11:30pm (lighting will not be affected).
- 15.5 The AC reserves the right to terminate a booking where the hiring has become disorderly, where offensive material or behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance; and to report such matters to the appropriate authorities. In such case, no refund of any CVH fees will be made.
- 15.6 If a member of CPC is called out to CVH as a result of a complaint from a resident or for any other reason, during the hire period, a call out fee will be charged to the Hirer at CPC's then-current rate, or deducted from any deposit held.
- 15.7 The public play park located behind CVH is owned and managed by Wokingham Borough Council and is not part of the CVH facility; however, should CVH users also make use of this park, then CPC recommends that children are adequately supervised by adults and that a similar level of consideration for nearby residents is made. The terms of Article 15.6 above will also apply to CVH users who also use the play park.

AT THE END OF YOUR BOOKING

16. At the end of the booking, the Hirer will be responsible for:

- 16.1 leaving the hall in a clean and tidy condition, including removing all food and drink from the building, disposal of refuse into the wheelie bins provided, or if the bins are full, removed from the site;
- 16.2 ensuring that all internal doors are closed, external doors and windows are closed and locked and the building is left in a safe condition and, with particular regard to fire safety, ensuring that all electrical appliances and lights are turned off;
- 16.3 activating the intruder alarm system when CVH is vacated;

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- 16.4 returning any keys issued at the end of the hire at a time agreed with the APC (for private parties a CPC key-holder will check and lock up CVH at the end of the hire).
- 16.5 Should the Hirer not vacate the premises at the end of the hire period, additional time will be charged at twice the applicable rate. In addition, a further call-out fee may be levied.