

## **CUBLINGTON VILLAGE HALL TERMS AND CONDITIONS**

The 'Hirer' in the following conditions shall mean the individual named on the Hire Agreement or if the Hirer is an organisation, their authorised representative. The Hirer is responsible for payment of all fees or other sums due in respect of the letting.

### **STATUS OF THE HIRER**

Lettings will not be made to persons under the age of 18 or to individuals or organisational groups with an unlawful or extremist background or for events incompatible with The Village Hall Constitution.

The Committee reserves the right to refuse to hire the premises and to determine which applicant can hire the premises in the event of two applications to use the hall at the same time.

### **SAFEGUARDING**

The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

When requested, the Hirer must provide a copy of the Safeguarding Policy and evidence that relevant checks have been carried out through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Safeguarding concerns must be advised without delay to the Village Hall Safeguarding lead and to Buckinghamshire Safeguarding Partnership Board.

### **INDEMNITY AND INSURANCE**

Lettings are made on the agreement that the Committee and Trustees are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the Village Hall premises by the Hirer, except when such loss, damage, costs and expenses are directly attributable to the negligence of the Trustees or Committee.

Cublington Village Hall insurers provide public liability cover for those that use the hall for private or social purposes.

Commercial users (defined as individuals, groups or using the building for business purposes or for financial gain) **are not covered by the Trustees policy and must arrange their own insurance.**

Commercial Hirers must insure with a reputable insurance office approved by the Committee, against such funds as the hirer may become liable to pay as compensation arising out of bodily injury or illness, fatal or otherwise to any person, and costs, fees, expenses, loss or damage caused to the property or the premises by an act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the Hirer. This insurance should provide a limit of indemnity of not less than

£5,000,000 (Five million pounds) in respect of any one incident and to include liability for the premises, including liability for fire and explosion risks.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Committee within seven days of request.

### **LICENSES AND PERMISSIONS**

The Hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the Committee the licenses they hold. It is the responsibility of the Hirer to ensure that all copyright licenses have been obtained to cover planned activity and to meet the cost thereof.

Permission or licenses must be obtained from the copyright owner, the owner of the sound recordings if appropriate, and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music or plays, from the local library does not constitute permission to perform.

Regulated entertainment such as public music (live or recorded), singing, dancing, performance of plays or exhibition of films can only take place in accordance with the terms of the Cublington Village Hall's Premises Licence which is available to view in the Hall and can be supplied on request. Activities not covered by this licence may require a Temporary Event Notice from Buckinghamshire Council. Please consult the Buckinghamshire Council Temporary Event Notice Guidance Notes for conditions and exclusions (see Documents Tab)

The secretary must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local licensing authority. The requirement is for the notice to be received by the licensing authority and the police a minimum of 10 working days before the planned event, but not including the date of the delivery of the notice, or the date of the event

The Hirer shall indemnify the Trustees and Committee against all sums of money, which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of higher covered by this agreement.

### **SAFETY**

The Hirer shall not use the premises (including the grounds and/or car park) for any purpose other than that described at time of booking and shall not sub-hire or use the premises for any unlawful or unsuitable purpose. Nothing shall be done which will endanger the use of the building or invalidate the policies of insurance relation to it and its contents.

It is the responsibility of the Hirer to ensure that all those attending are made aware of the fact they do so in all respects at their own risk.

The Hirer must familiarise themselves with the following safety considerations and convey the same to all persons using the Hall during the hire period.

- Obstructions must not be placed in gangways or exits, nor in front of emergency exit, which must be available for free public access and exit at all times.
- The emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes.
- Firefighting apparatus shall be kept in its proper place and used only for its intended purpose.
- The Fire Service shall be called to any outbreak of fire, however minor, and details of the occurrence shall be reported to the Secretary.
- The Hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points, and with the firefighting equipment available.
- The Hirer must report all accidents involving injury to The Secretary as soon as possible and complete the 'Accident Report Book which is located with the First Aid box in the Lower hall.
- Performances involving danger to the public shall not be permitted.
- Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. Polystyrene/ Cotton/Hay) shall be used or erected without the consent of the Committee.
- No unauthorised heating appliances shall be used on the premises and all electrical equipment brought into the building shall be subject to regular PAT testing and certification. The intention to use any electrical equipment must be notified on the hire application. The Committee, disclaim any responsibility for all claims and costs rising out of or in any way relating to such equipment.
- Adequate supervision must be provided to maintain order and good conduct and where applicable the Hirer must adhere to the correct adult/children ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, local authority guidance, etc.
- The Hirer agrees to abide by any restrictions as laid down by the Department of Health relating to COVID 19 that shall be in force at the time of the hiring.

## **FURNITURE AND FITTINGS**

- Furniture or fittings shall not be removed or interfered with in any way. Nor should they be rearranged (except by prior agreement) and will be subject to reinstatement at the end of each session by the Hirer.
- No fittings or decorating of any kind necessitating, drilling, or the fixing of nails or screws into fixtures, which are part of the Village Hall fabric are permitted without express permission.
- In the event of any damage to premises or property arising from the letting the Hirer must pay the cost of any repair required.
- The Hirer must inform the Committee of any fault, damage, or any other problem with the premises or equipment encountered during the hiring.

## **FOOD AND DRINK/KITCHEN USE**

Permission to use the kitchen and its equipment can be requested at the time of booking. Where permission is given for food preparation, the Hirer is responsible for compliance with current food hygiene regulations.

## **ALCOHOL**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission of the Committee. No alcohol should be served to persons under the age of 18.

Written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor.

## **SMOKING/VAPING**

Smoking or the use of electronic vapes is not permitted anywhere on the premises, including the grounds.

## **BETTING, GAMING and LOTTERIES**

Nothing shall be done on, or in relation to the premises in contravention of the law relating to betting, gaming and lotteries

## **NUISANCE/DISTURBANCE**

Hirers are responsible for ensuring that the noise level of the function does not interfere with other activities within the building nor cause inconvenience or nuisance to our neighbours.

## **WASTE**

The Hirer must comply with the Village Hall arrangements for disposal of any rubbish or waste materials. Separate bins for general waste and recycling are located in the courtyard. It is the responsibility of the Hirer to remove and dispose of any food waste.

## **ANIMALS**

No animals shall be permitted on the village hall premises, including the grounds with the exception of Registered Assistance Dogs unless with the express permission of the Committee.

## **CHARGES AND CANCELLATIONS**

- The charge rates are set out in the Hire Charge document, including any review specified and may be subject to change. A returnable deposit of £40 is required in respect of any damage or extra expense incurred as a result of the letting and this sum must be paid together with a hire charge at least 7 days prior to the booking (unless waived by the Committee)
- The letting may be cancelled by the Hirer and the charges refunded providing that in each instance at least 28 days' notice is given.
- In the event of a cancellation of a booking by the Committee as a result of circumstances beyond its control, including without prejudice but not limited to industrial action by its employees or others, oil shortage, failure of the electricity or water supply or changes in Public Health regulations, the Committee and Trustees will not accept responsibility for any loss or expenses incurred by the hirer.

## **FINANCE**

Payment for bookings may be made in cash or via Bank Transfer. The Village Hall bank details are included in the Hire Charge Document.

## **STORAGE**

No goods or equipment are to be left or stored on the premises. The Secretary may authorise permission for the overnight storage of certain goods and equipment brought to the Village Hall for a particular event.

## **PERSONAL PROPERTY**

The committee cannot accept responsibility for damage to, or the losses or theft of the hirer's property and effects. It is the responsibility of the hirer to make his own insurance arrangements if required.

### **CAR PARKING**

There is limited parking alongside the Village Hall. Cars shall not park so as to cause an obstruction at the entrance to or exits from the premises, or the shared driveway at the side of the hall. In particular, the hirer must ensure that access to the hall by emergency vehicles is not obstructed.

### **TOILET FACILITIES**

The Toilet is located at the front of the building. Use of the accessible toilet and baby changing table is included as part of the Hire Agreement.

### **RIGHT OF ACCESS**

The Committee reserve the right of access to the premises during the hiring for emergency or monitoring purposes. The Secretary or members of the committee may monitor activities from time to time.

### **VACATION OF PREMISES**

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in any activities until they are collected by a responsible adult.

### **KEYS**

Keys to the Hall which are loaned as part of the Hire Agreement must be returned as soon as the hire period ends.

On no account should the keys be copied or passed on to any persons other than the person named on the Hire Agreement.

### **CONTACTS**

A full list of the current Committee members is on display in the Hall. A copy of the Emergency Contact List is in the Documents Tab and on the Hall noticeboards.

The office holders are:

Chair - Gwyneira Waters – 07515 398111

Secretary/Treasurer - Gillian Antosiewicz

Safeguarding Lead - Dr Mike Alexander

Email: [cublingonvillagehall@gmail.com](mailto:cublingonvillagehall@gmail.com)