



## **CHEARSLEY VILLAGE HALL - CONDITIONS OF HIRE**

**WINCHENDON ROAD, CHEARSLEY, HP18 0DP**

### **1. Interpretation**

1.1 In these Conditions references to 'The Building' are to the Village Hall and 'the Hirer' is the person who had contracted to hire the Building from the Chearsley Village Hall Committee (CVH). 'Premises' refers to The Building and all surrounding outside space.

1.2 The CVH's decision as to the interpretation of these Conditions shall be final and conclusive.

### **2. Payment and Associated Matters**

2.1 Upon receipt of an application, the Booking Secretary will issue a confirmation of the Hire agreement and an invoice for the hire and deposit charge. Deposits must be made within 14 days of receipt of invoice. Requested bookings may be cancelled if deposits are not received within this timeframe. All additional hire charges must be paid at least 14 days prior to the event. All payments must be made directly to the Chearsley Village Hall bank account. Allow a minimum of three working days for payment to clear.

Cheques may be acceptable in exceptional circumstances and with the prior agreement of the bookings secretary. Cheques should be made payable to Chearsley Village Hall and delivered to the bookings secretary at least 28 days prior to the hire date.

2.2 Provided full payment has been received, information regarding the hire and details of key collection will be issued to the Hirer several days prior to the hire. Keys must be returned as collected and should never be removed from the premises. If the Hirer should lose or damage the keys, replacement costs will be taken out of the deposit charge. Please also note that deposits will only be returned once the Building has been fully inspected after an event.

2.3 It is the responsibility of the hirer to provide the necessary bank details to ensure deposits can be repaid. Bank details must be provided within 3 months of the hire for the repayment of deposits. Deposits will not be returned after this date.

### **3. General Provisions**

3.1 The Hirer is responsible for ensuring that the use of the Building takes place in accordance with these Conditions, in the designated room that has been hired and for the purpose stated in the Application to Hire. **Use of the kitchen is permitted but note that other users of the Building will also have access to the kitchen. Exclusive use of the kitchen can be pre-arranged with the bookings secretary. An additional charge will be applied.**



3.2 Any breach of these conditions or use of the Building for other than the stated purpose shall entitle CVH to terminate the hire without recompense notwithstanding that the event may have commenced, and to recover from the Hirer any loss or damage suffered by the CVH's account in consequence. It is the Hirer's responsibility to inform CVH if damage has occurred to the Building.

3.3 CVH Trust undertakes that the premises are fully insured against public liability claims.

3.4 Sub-letting and interchange of hirings are not allowed.

3.5 CVH reserves the right to cancel any booking in the event of:

- Any necessary licence for use of the Building for the purpose contemplated by the Hirer being suspended, not renewed or otherwise unavailable.
- The Building being required in connection with an election, a civil emergency or any other extra-ordinary or special purpose.
- Whenever possible the Hirer will be offered an alternative date. No additional compensation will be paid in such circumstances.

3.6 The CVH reserves the right to amend the hiring fee or any deposit to be paid by the Hirer at any time prior to payment in full by the Hirer.

3.7 The CVH reserves the right to refuse any application without stating a reason for doing so. The CVH also reserves the right to impose additional conditions where the nature of an application or other factors in their opinion so demand.

3.8 If the Hirer cancels the hire giving at least 28 days' notice then a refund of the hire charge and deposit will be made in full. If less than 28 days' notice is given the deposit will be held by CVH and not returned to the Hirer. Some or all of the hiring fee may be refunded at the discretion of the CVH, depending upon circumstances prevailing at the time. Where a deposit has not been charged the full hiring fee will be payable for any cancellations where less than 28 days' notice has been given.

3.9 Any amendments to bookings that result in a reduction of the original hire charge will be subject to the full original charge unless at least 28 days' notice has been given.

3.10 If the hiring is on a regular basis (e.g. daily, weekly or monthly), the hiring will continue on the agreed basis until such time as it is cancelled by the Hirer or the CVH in writing giving at least 28 days' notice. All changes to bookings require at least 28 days' notice or full hire charge will be payable.

#### **4. Use of the Building and Grounds**

4.1 The Building is near residential properties and must be conducted with respect to the Building and neighbourhood. It is the Hirer's responsibility to ensure there is no unreasonable noise or nuisance. Disorderly conduct is not allowed at any time.



4.2 Timings for events are as follows:

Monday to Thursday: Events must end at 11.00pm (music to cease at 10.30pm)

Friday and Saturday: Events must end at 12.00am (music to cease at 11pm)

Sunday: Events must end at 10.00pm (music to cease at 9.30pm)

Hirers and guests must have left the premises by the end time stated above. Deposits will be held by CVH if music does not cease at the required time or hirers and guests have not left the premises in an orderly manner and by the times stated.

4.3 PLEASE NOTE:

- All guests must leave quietly.
- Noise nuisance will result in loss of hire deposit.

4.4 The Hirer is responsible for ensuring good order and behaviour whilst the Building is hired to him/her, and for the health and safety of all those using the Building during the period of hire.

4.5 The Hirer is to ensure that no-one tampers with or alters the heating controls/room thermostats, Movawall (unless agreed with the Bookings Secretary) or any other equipment settings.

4.6 The Hirer is to be responsible for the activities at the Building for the full duration of the event. The Hirer must provide an undertaking to be responsible for controlling the event so that neighbours are not unreasonably affected by the event, especially with regards to noise levels.

4.7 Parties for youngsters up to and including 21 years of age will only be allowed to be held in the Building if two responsible adults aged 25 years and above are present and in attendance throughout the whole event, including setting up before the event and clean up afterwards.

4.8 The Hirer is to ensure that the Building is left in the same state of cleanliness as it was found prior to the commencement of the hire. The cost of any additional cleaning required in order to return the Building to such a condition after use shall be met by the Hirer.

4.9 Any damage caused to the hall during the hire will result in the deposit being withheld. It is the responsibility of the hirer to prove that any damage was not as a result of their hire.

4.10 Rubbish must be disposed of in the relevant large industrial bins opposite the key safe. Any recycling waste should go directly into the recycling bin without using bags. Do not use the smaller residential bins as these belong to CHUF. Any rubbish that does not fit into the bins provided must be removed from the premises by the Hirer. Deposits will be withheld for any rubbish not disposed of correctly.

4.11 Nothing shall be affixed (whether by the use of nails, screws, adhesive tape or other fixatives) to any wall, door, floor or ceiling in the Building, or to any of its fittings and fixtures, including furniture and decorative surfaces without prior approval and any resulting damage is the responsibility of the Hirer.



4.12 The Hirer is responsible for ensuring that the layout of furniture conforms to Health and Safety provisions (copy on the notice board in the Building) and that the fire evacuation routes and exits are fully accessible and usable.

4.13 The Hirer is required to set out any stage units/tables, chairs etc. to suit his/her own function and to return them to the original places upon completion of the event. Furniture is to be returned clean and is to be stacked safely where applicable.

4.14 Fireworks, 'Chinese Lanterns' and any other flammable or combustible liquids are not permitted anywhere on the premises. This includes candles which are also not permitted.

4.15 All exits must remain unobstructed at all times during the period of hire.

4.16 The Hirer is to be responsible for Health and Safety, informing and familiarising all guests of the fire exit routes and all fire safety provisions during the period of hire. The Hirer must also nominate a person to be responsible to ensure the safe exit of any disabled people using the Building, through the appropriate fire exit route.

4.17 The Hirer is to ensure proper use of the car park and use of disabled parking spaces and avoid obstruction of the highway.

4.18 The Hirer is to ensure that all persons vacate the Building at the time specified on the Application Form. If additional time for set up and clean-up is required the Committee reserves the right to levy an additional charge. Failure to vacate by the stated time will result in an additional discretionary charge becoming payable.

4.19 The Hirer is to be responsible for ensuring that all lights and equipment are turned off (except the heating), that the Building is left with all windows and doors secured and locked and the alarm has been set. Deposits will not be returned if these requirements have not been met.

4.20 CVH and Chearsley Parish Council personnel shall be permitted free access to the Building at any time in the event of any emergency (although if a child care provision is in session, all visits are subject to an appointment or failing this all visitors will need to be accompanied by the supervisor).

4.21 All instructions given by the CVH personnel to the Hirer or to any other persons present during the period of hire shall be complied with immediately.

4.22 The Police and personnel of the other emergency services are to be permitted to enter the Building at any time.

4.23 The CVH takes no responsibility for any goods, materials, equipment, inflatable play equipment, clothing or other articles brought to or left in the Building by the Hirer or persons using the Building at Hirer's invitation.

4.24 It is the responsibility of the Hirer to ensure that all electrical equipment brought into the Building and used during the period of hire has been safety checked by a qualified electrician.

4.25 No glass bottles or glasses are to be taken into the playground and any breakages on the premises, both inside and out, must be thoroughly cleared.



4.26 The divider is not to be opened and closed by the hirer. It is the hirer's responsibility to inform the village hall committee at the time of booking if the divider is to be left closed when both rooms are hired.

4.27 The hirer must be on site for the full duration of the hire. Access keys and passcodes are the sole responsibility of the hirer and should not be passed on to anyone else.

## **5. Miscellaneous Matters**

5.1 No intoxicating liquors may be sold on the premises without the express permission in writing of the Committee whose consent must also be obtained prior to seeking any temporary licence for the sale of alcoholic liquors. Anyone of legal drinking age can consume alcohol on the premises provided licences have been obtained for the sale of alcohol or the alcohol is provided free of charge to guests by the Hirer. The raffling of bottles of wine or similar beverages during any social meeting on the Premises is permitted providing that statutory requirements in regard to gaming are observed.

5.2 Only gambling made lawful by the Betting, Gaming and Lotteries Act 1968 is allowed and then only if the relevant statutory provisions are complied with.

5.3 Hirers are advised that smoking including e-cigarettes is not permitted anywhere on the Premises, including all inside and outside space.

5.4 Animals, other than guide/assistance dogs, are not permitted into the Building or the playground area. These assistance dogs must be kept under control at all times.

5.5 The Hirer has no right of access to the roof storage area, unless given express permission by CVH.

5.6 For the avoidance of doubt, the children's play area and other areas of the recreation ground are not included in this Hire Agreement and is subject to open use at all times.

5.7 By completing a booking form for the hire of the Chearsley Village Hall the Hirer confirms that CVH's insurance policy does not cover bought in play or any other equipment and the use thereof or persons carrying on commercial businesses (e.g. professional entertainers, caterers etc), and that in such instances the Hirer is responsible for ensuring that such persons also hold adequate public liability/employer insurance cover and any necessary licence e.g. performing rights for music, compliance with appropriate food handling regulations for caterers.

5.9 If the applicant will not be in attendance during the hire then they must nominate a responsible adult who will be responsible for ensuring that the Building is used in accordance with the Conditions of Hire. The applicant is responsible for ensuring the nominee is given a copy of the Conditions and is familiar with their requirements and is to ensure that the nominated person's details are given on the application form and that they will abide by the Conditions of Hire as laid out above.

5.10 Failure of the Hirer to comply to any of the terms and conditions of the hire of the Premises as stated within these Conditions of Hire will result in CVH retaining the Hirer's deposit.