



## 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).

1.2 The CVHs 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 an invoice for the Hire and deposit charge. Upon receipt of the deposit, the Booking Secretary will issue a confirmation of the Hire agreement. The deposit must be paid at least 7 days after the invoice has been issued or the application will be removed. All remaining hire charges must be paid at least 28 days prior to the event, with payment being made directly to the Chearsley Village Hall bank account. You should allow a minimum of three working days for payment to clear.

Cheques may be acceptable in certain circumstances and with the prior agreement of the Bookings Secretary and these should be made payable to Chearsley Village Hall.

2.2 Keys will be issued to the hirer when the deposit and full payment for the hire of the hall has been made. Please note that keys should be returned at the end of the hire period. 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.

### 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 to note that other users of the Building will also have access to the kitchen.**

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 refunded in full and the hiring fee will be retained by CVH, depending upon circumstances prevailing at the time.

3.9 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

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

4.1 The Building is near residential properties and bookings 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 Please be aware that sound carries at night. 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)

4.3 PLEASE NOTE:

- All guests must leave quietly.
- Noise nuisance will result in loss of hire deposit following a complaint about noise or behaviour.

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 Under current policy, parties for 13th – 19th birthday parties will only be allowed to be held in the Building if two responsible adults are present and in attendance throughout the whole event and clean up afterwards.

4.8 At parties for those under 13 years of age, two responsible adults must be in attendance in the Building at all times, including the setup before the event and clean up afterwards.

4.8.1 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. All rubbish & recycling must be disposed of by the Hirer into the relevant commercial bins stored at the side of the building, otherwise deposits may be forfeited.

4.8.2 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.

4.8.3 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.

4.8.4 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.

4.8.5 Fireworks, 'Chinese Lanterns' and any other flammable or combustible liquids are not permitted.

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

4.8.7 The Hirer is to be responsible for Health and Safety, informing and familiarising everyone 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.

4.8.8 The Hirer is to ensure proper use of the car park and use of disabled parking spaces and avoid obstruction of the highway and residents' driveways.

4.8.9 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.



4.9 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.

4.9.1 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).

4.9.2 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.

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

4.9.4 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 his invitation.

4.9.5 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.

4.9.6 No glass bottles or glasses are to be taken into the playground and any breakages on the recreation ground or in the hall must be thoroughly cleared.

## **5. Miscellaneous Matters**

5.1 No intoxicating liquors may be bought or 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. 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 is not permitted either in the Building or the playground area. The designated smoking area is by the entrance gates of the Hall.

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:

5.8 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.