

Conditions of hire applicable to hiring the hall together with its furniture, fittings and electricity as well as the grounds (where applicable)

1 Definitions

- 1.1 The "Hiror" is Bellingdon and Asheridge Community Association ("BAACA")
- 1.2 The "Property" is the Bellingdon & Asheridge Village Hall together with such Furniture, Fixtures, Fittings and Equipment therein as decided by BAACA from time to time, Changing & Shower Block, Annexe Building, Recreation Field as well as all other grounds and structures within the perimeter of the grounds
- 1.3 The "Hall" is the Bellingdon & Asheridge Village Hall together with such Furniture, Fixtures, Fittings and Equipment therein as decided by BAACA from time to time
- 1.4 The "CoM" is the body of people that are duly elected members of the Committee of Management who are responsible to the Trustees for the care and upkeep of the Property
- 1.5 The "Trustees" are those individuals who have agreed to be jointly and severally liable to the Charity Commissioners for protecting and reporting the income and expenses relating to the Property under Charity Registration Nr 1087494
- 1.6 The "Charity Commission" is the statutory body to whom all registered charities have to report their income and expenses on a yearly basis
- 1.7 The "Bookings Secretary" is the person who is a member of or has been delegated to by the CoM to be responsible for and administer the bookings at the Property
- 1.8 The "Booking Enquiry Form" is the duly completed form signed by the Hirer
- 1.9 The "Hirer" is the person who has signed the Booking Enquiry Form that is submitted to the Bookings Secretary
- 1.10 The "Hire Period" is the period of time for which the CoM has agreed the Hirer may have access to and use of that part or parts of the Property that they are hiring
- 1.11 The "Conditions of Hire" are the clauses contained in this document

2 Rights and Obligations of the CoM

- 2.1 An application to hire will not be granted unless the Hirer agrees to comply with these Conditions of Hire.
- 2.2 All application to hire shall be made on the Booking Enquiry Form issued to the Hirer by the Bookings Secretary or such other method as the Bookings Secretary shall solely decide from time to time.
- 2.3 The CoM reserves the right to refuse any application to hire any part(s) of or all the Property. The decision of the CoM is final.
- 2.4 The CoM reserves the right at its sole discretion to cancel any previously accepted hiring by giving written notice to the Hirer, such notice to take effect immediately upon issue, in the event of
 - 2.4.1 The Property or any part(s) thereof being required for use as a Polling Station for Parliamentary or Local Government elections or bye-elections.
 - 2.4.2 The CoM reasonably consider that such a hiring may lead to a breach of licensing conditions or other legal or statutory requirements or unlawful, improperly supervised or unsuitable activities may take place at the Property or any part(s) thereof as a result of allowing the hiring to proceed.
 - 2.4.3 The Property becoming unfit for the use intended by the Hirer.
 - 2.4.4 The CoM will return all sums that have been paid by the Hirer should the CoM cancel a booking
- 2.5 The CoM accepts no responsibility or liability in respect of any personal injury, loss and/or damage to the Hirer, the Hirer's guests and/or their personal property whilst they are in occupation of the Property or any part(s) thereof no matter howsoever such personal injury, damage or loss is caused.
- 2.6 Any member of the CoM, a list of whose names are displayed on the notice board in the kitchen, is entitled to enter the Property at any time during the Hire period.

3 Rights and Obligations of the Hirer

- 3.1 The Hirer must be twenty-one years of age or more AT THE TIME OF COMPLETING, SIGNING AND SUBMITTING THE BOOKING ENQUIRY FORM.
- 3.2 The Hirer shall give a written undertaking accepting responsibility for being in charge and in attendance at those part(s) of the Property that they are hiring at all times upon accessing the Property and immediately up to departure from the Property.
- 3.3 The Hirer shall provide all necessary documentary evidence to the Bookings Secretary to comply with the CoM's Child Protection Policy
- 3.4 The Hirer shall inform the Bookings Secretary at the time of hiring if use of the Field is being requested in addition to the Hall
- 3.5 The Hirer is responsible to ensure that the appropriate ratio of adults to minors, as decided at the sole discretion of the CoM from time to time, is present at all times, that any necessary CRB checks have been undertaken by the Hirer and their results acted upon where appropriate.
- 3.6 The Hirer must strictly adhere to the Hire Period which shall normally, unless otherwise agreed with Booking Secretary, include all set-up, preparation and clean-up, tidying up time
- 3.7 The Hirer is responsible for any damage to or loss due to their hire of the Property or any part(s) thereof during their Hire Period and occupation where this exceeds their Hire Period
- 3.8 The Hirer is responsible to ensure that all necessary PAT certificates are obtained before the hire date where groups, bands or discos are providing music during the Hire Period or external electronic equipment is being used within any part of the Property
- 3.9 The Hirer shall leave the Property clean and tidy with floors swept then mopped with a damp mop and all kitchen equipment emptied, cleaned, switched off at the socket and doors open.
- 3.10 The Hirer shall ensure adequate Public Liability Insurance cover exists where entertainers, external caterers or drinks bar providers, musicians, disc-jockey, concessions or businesses or such items as a bouncy castle, slide or similar are being brought onto the Property for use by the Hirer and/or their guests and, if requested, shall provide the Bookings Secretary with a copy of same.
- 3.11 The Hirer shall enter the Property not more than twenty minutes before the Hire Period has commenced
- 3.12 The Hirer shall depart the Property not more than twenty minutes after the Hire Period ends.

4 General

- 4.1 A detailed plan of the Property is included with the Conditions of Hire. It should be read in conjunction with the matters referred to below. The Property is protected with Closed Circuit TV ("CCTV")
- 4.2 The first light switch is situated on the wall immediately ahead when entering through the main door. Light switches for the main hall and the kitchen are situated to the right of the vestibule behind the hall and kitchen.

5 Safety

- 5.1 **By regulation of the County Fire Authority the maximum number of persons to be in the building at any one time for the function is one hundred and twenty five.**
- 5.2 The emergency exit lights automatically switch on when the power supply fails
- 5.3 The Hirer must acquaint their self with the location of the four fire extinguishers which are hung on wall brackets at the following points
 - 5.3.1 Red, water filled extinguisher to the left of the emergency door when standing in the main hall
 - 5.3.2 Red, water filled extinguisher to the left of the notice board in the main entrance lobby
 - 5.3.3 Red, water filled extinguisher to the left of the bar when standing in the hall
 - 5.3.4 Black carbon dioxide filled extinguisher in the kitchen.
- 5.4 **There is also a fire blanket in the kitchen**
- 5.5 If any extinguisher is discharged during the Hire Period this fact must be reported to the Bookings Secretary forthwith.
- 5.6 Decorations must be fixed so as not to obscure exit lights, emergency exit lights, fire extinguishers or fire blankets.
- 5.7 Emergency exit doors must remain unobstructed
- 5.8 Portable Liquefied Propane Gas ("LPG") heating appliances and flammable substances must not be brought into the building at any time during the Hire Period
- 5.9 The Hirer is responsible for ensuring that any portable electrical appliances brought into the buildings on the Property are safe and used in a safe manner and also comply with the Electrical at Work Regulations 1989.
- 5.10 **A first aid box is located in the kitchen.**
- 5.11 A public telephone can be located in Bellingdon located by turning left out of the Property onto the main highway, follow the road approximately three hundred and fifty metres to where the telephone kiosk is situated on the left hand side.

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6 Food, Health and Hygiene

6.1 The Hirer is responsible for ensuring that at all stages of the preparation and serving of food meet legally required health and hygiene standards

7 Outside Facilities

7.1 The car park is to the rear behind the Hall building and should only be used for parking cars.

7.2 Vehicles should not be parked on grassed areas within the Property.

7.3 Vehicles are parked within the Property at their owner's risk.

8 Entertainment, Music and Dancing

8.1 The Property's Public Music and Dancing Licence does not permit music to be played, dancing nor other entertainment of the like on Sunday, Christmas day, Good Friday nor after midnight Monday to Saturday inclusive.

8.2 Noise must be kept to a minimum. All occupants of the Property during the Hire Period as well as when arriving and leaving must have due regard for the comfort of local residents.

8.3 A sound control system has been installed in the hall. IT IS A CONDITION OF HIRING THAT SOUND LEVELS DO NOT EXCEED 95 DECIBELS. When noise levels are approaching the maximum permitted a warning light (situated above the hatchway between the kitchen and main hall) will be activated. If noise levels exceed the maximum permitted all power to amplification will be cut off automatically. Power will be restored automatically after a "time delay". Action by occupants to restore power is not necessary. Power will only be maintained provided noise levels are kept below the maximum permitted.

8.4 Power to electric sockets cuts off automatically at five minutes after midnight and is restored at 8:00am the next morning. Hall and emergency lights are not affected by this system.

8.5 Any attempt to interfere with or circumvent any of these systems will result in forfeiture of the deposit and the Hirer will be liable for the cost of any repairs.

8.6 Entertainment provided by the Hirer shall not involve danger to any persons on the Property during the Hire Period.

9 Alcohol

9.1 Licensing laws define that alcohol is deemed to be sold when.....

9.1.1 Payment is made at the function itself

9.1.2 Payment is made in advance of the function

9.1.3 Excessive charges are made for admission and/or refreshments in lieu of charges for alcohol

9.2 If alcohol is to be sold as defined above

9.2.1 A Publican must ensure that the appropriate licence is obtained from the Licensing Justices, and must prominently display the required Under Age Drinking Warning Notices, Weights and Measures Notices and price Lists etc. OR

9.2.2 An officer of the Club/Organisation must obtain the appropriate licence from the Licensing Justices

9.3 Clubs/Organisations selling alcohol MUST OBTAIN their licence to so do otherwise the booking may be cancelled with the loss of all hire fees and deposits to the Hirer.

10 Clearing Up and Vacating the Property

10.1 Prior to leaving and locking up the Property the Hirer must ensure that

10.1.1 All chairs, card tables and folding tables are all stacked neatly in the storeroom outside the yellow lines marked on the floor

10.1.2 All toilets are flushed, water taps, all cookers, heater and lights are turned off, all windows closed and doors locked.

10.1.3 The hall floor shall be swept then mopped over with a damp cloth (brooms, brushes, pan, mop and bucket are located in the vestibule between the hall and the kitchen).

10.1.4 If utilised the kitchen cooker, fridge, freezer, dishwasher and glasswasher should be emptied, cleaned, switched off at the power point and left open; all kitchen work surfaces and sinks should be wiped and left cleaned; the kitchen floor should be swept then mopped over with soapy water.

10.1.5 The building part of the Property should be left in a clean and tidy state similar to the condition in which the premises were first occupied failing which part or all of the deposit may be used to pay for the services of a cleaner to do so.

10.1.6 The Hirer shall remove all their rubbish from the Property in the black bags that the Hirer is obliged to provide for this purpose. All rubbish must be taken away from the Property.

10.1.7 The cost of removing any rubbish that remains at the Property after the Hirer has vacated the Property will be charged to the Hirer and, where possible, recovered from any deposit held by the Hirer. There is a minimum charge of £25 but this could increase depending on the volume of rubbish that has to be cleared.

10.2 As evening bookings must end no later than midnight. Clearing, Tidying Up should be completed by midnight but, with prior agreement of the Bookings Secretary (as there may be a confirmed booking in place for early the next morning), can be completed the next morning.

10.3 The Hirer must close and secure the gate to the main entrance of the Property when vacating the Property at or around dusk and definitely after 9:00pm.

10.4 All other bookings must end at the time stated in the Booking Enquiry Form.

10.5 All faults, deficiencies, breakages and damage must be reported to the Bookings Secretary who shall inform the CoM for an assessment to be made as to the cost of reinstatement. Any such costs will be charged to the Hirer and the Hirer's deposit used to reduce/clear sums owed.

10.6 Any damage in excess of the Hirer's deposit shall be invoiced to the Hirer and shall be paid by the Hirer within 14 days of its date.

11 Hire Fees, Deposit and Cancellation

11.1 Details of the latest charges for booking the Property can be obtained from the Bookings Secretary

11.2 The full cost of hiring the Property and any deposits shall be paid at the time of submitting the Booking Enquiry Form

11.3 The Deposit is held to cover charges made by the Hirer for non-fulfilment of the Hirer's obligations such as damage caused, not clearing up or removing waste from site prior to departure from the Property

11.4 All cheques, postal orders etc shall be made payable to Bellingdon & Asheridge Village Hall

11.5 In the event of a cancellation of a booking by the Hirer, which must be notified in writing to the Bookings Secretary, a refund may be due if the cancellation is notified

11.5.1 More than 8 weeks prior to the function – full refund less currently published administration charge

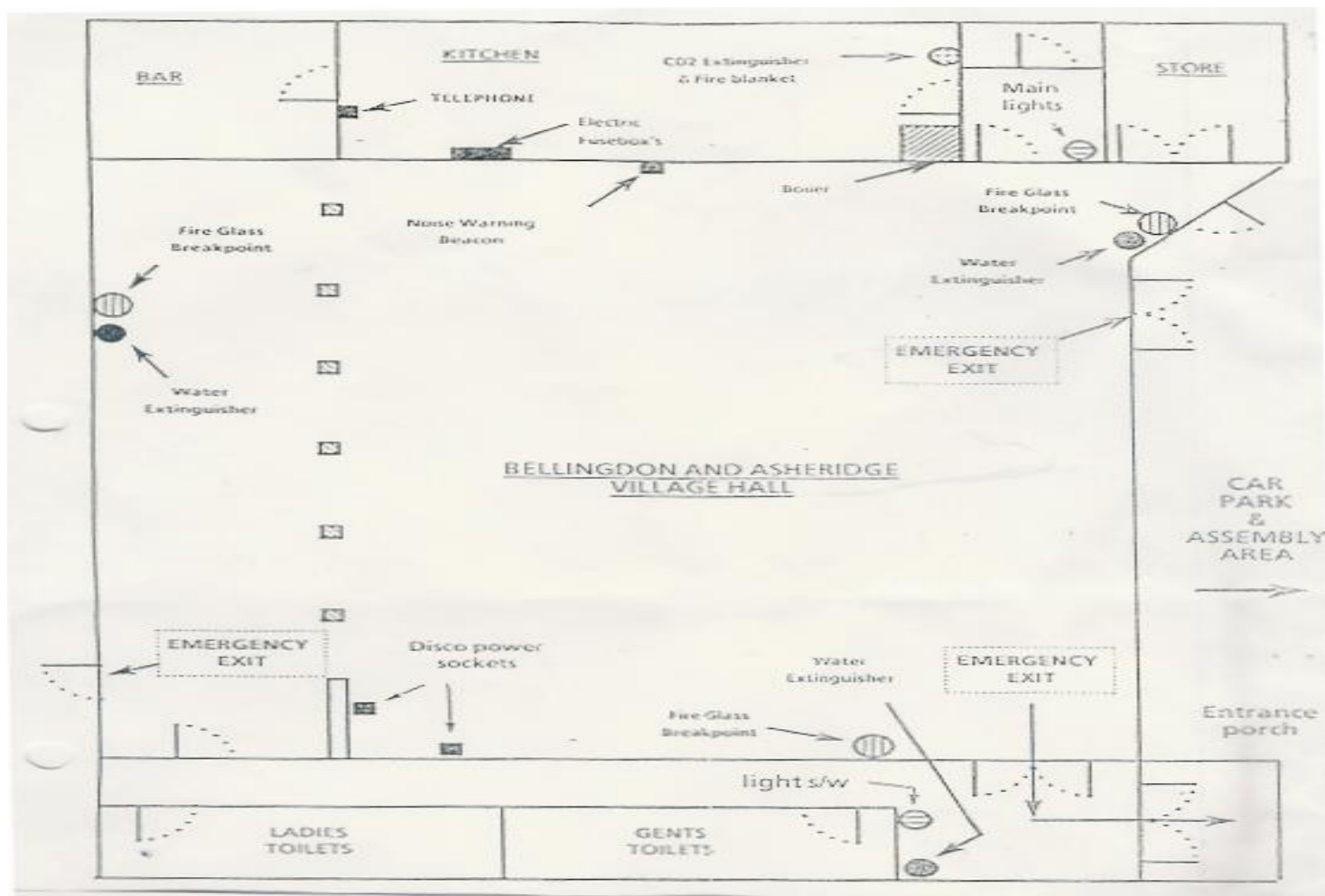
11.5.2 Between 8 or less weeks and more than 4 weeks prior to the function – half refund less currently published administration charge

11.5.3 4 or less weeks prior to the function – no refund

11.5.4 Where, following a cancellation, the Property is subsequently hired out then, provided the charges to the new Hirer are equal to or more than the hire charges to the Hirer that has cancelled then the Hirer that has cancelled will receive a full refund less the currently published administration charge.

11.5.5 Where the Hirer has been unable to recover all the hire charges that would have been received from the Hirer that has cancelled then any refund to the Hirer that has cancelled will be reduced by any loss of hire income to the Hirer caused by the cancellation together with the currently published administration charge.

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This plan is not to scale

PROCEDURE IN CASE OF FIRE

1. IMMEDIATELY OPERATE the fire alarm by breaking a fire glass breakpoint
2. EVACUATE the building including the bar, kitchen, store and toilets
3. ASSEMBLE everyone in the car park located at the rear of the Hall
4. ATTACK the fire with the fire extinguishers provided – do not take risks
5. TELEPHONE the Fire Brigade (999)
6. PROVIDE address Bellingdon & Asheridge Village Hall, Chesham Road, Bellingdon, HP5 2XU
7. DO's and DON'Ts
Do close all doors and windows
Don't stop to collect personal belongings
Don't re-enter the building untold instructed that it is safe to do so