



## PANGBOURNE PARISH COUNCIL

### **TERMS AND CONDITIONS OF HIRE** **PANGBOURNE VILLAGE HALL**

Use of Pangbourne Village Hall and its facilities is subject to the following Conditions of Hire. By ticking the box on the online Booking Form you are confirming that you have read and agree to these Conditions.

#### **1. Agreement**

You must be aged at least 18 years to enter into this agreement.

You hereby accept responsibility for the Village Hall and its contents for the duration of the hire period and agree to be on the premises whenever other people are present.

#### **2. Supervision**

During the period of the hiring, you are responsible for:

- supervision of the premises, the fabric and the contents.
- care of the premises, safety from damage however slight or change of any sort.
- the behaviour of all persons using the premises whatever their capacity.
- when the majority of those present are less than 16 years of age, the number of adult supervisors must be increased accordingly and in line with any relevant guidelines.

#### **3. Use of premises**

You must not use the premises (including the car park) for any purpose other than that described in your booking request and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

#### **4. Payment**

A damage deposit of £100 is required with each application for booking the Hall. An additional deposit of £100 may be required for certain events, at the discretion of the Booking Clerk. The deposit will be returned providing the premises are left clean, tidy and in good order. Failure to leave the premises in a suitable condition will result in the full amount of deposit not being refunded in order to cover the cost of additional cleaning services.

Payment of the damage deposit will secure a booking. All hire charges, including the deposit, must be **paid in FULL at least THREE WEEKS prior to the event.**

#### **5. Insurance and indemnity**

- (i) You are liable for:
  - a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
  - b. all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service.
  - c. all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises, and you must indemnify us against such liabilities.
- (ii) You must take out adequate insurance and should produce evidence of such cover to the Booking Clerk on request. Failure to provide evidence of cover will render the hiring void and enable the Booking Clerk to re-let the premises to another hirer.
- (iii) The hall, Hall Committee members, employees, volunteers, agents and invitees are insured against any claims arising out of our own negligence. The Parish Council cannot accept responsibility for damage to, or the loss or theft of, hall users' property and effects.

## **6. Gaming, betting and lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## **7. Music copyright licensing**

The premises is licensed by PPL PRS for the playing and performance of copyright music. However, regular hirers must advise the Booking Clerk as to the frequency of musical performances or playing of licensed music during their activities.

## **8. Film and TV**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. The Deregulation Act 2015 requires you to have our written permission to show a film. These Conditions confer the required permission on you.

Written approval must be obtained from the Booking Clerk for an event where a television programme will be viewed and an additional charge may be incurred to cover the costs of a temporary TV licence.

## **9. Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

## **10. Maximum capacity**

Both halls have a **maximum** capacity. On no account should these figures be exceeded.

- Main Hall: 200 people standing or 80 seated
- Small Hall: 50 people standing or 30 seated.

## **11. Safety requirements**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire safety conditions, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

You must call the Fire Service to any outbreak of fire, however slight, and alert our Hall Booking Clerk. Please note there is no phone installed on the premises and so you are expected to bring a mobile phone for use in an emergency.

In advance of any activity whether regulated entertainment or not you must check the following items:

- that all fire exits are functional
- that all escape routes are free of obstruction and can be safely used for instant public exit
- that any fire doors are not wedged open
- that exit signs are illuminated
- that there are no fire-hazards on the premises
- that emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

You acknowledge that you have read the fire safety conditions on the Parish Council website ([https://www.pangbourne-pc.gov.uk/Hall\\_Bookings\\_34785.aspx](https://www.pangbourne-pc.gov.uk/Hall_Bookings_34785.aspx)) and are aware of the following:

- the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall
- the location and use of fire equipment
- escape routes and the need to keep them clear and the location of the Fire Assembly Point
- method of operation of escape door fastenings
- appreciation of the importance of any fire doors and of not propping open fire doors unless using the door retainers fitted to the doors
- location of First Aid boxes – one in main hall kitchen and one in small hall kitchenette.

## **12. Noise**

As the hall is situated in a residential area, music and noise must be kept to a reasonable level and must not disturb the residents. You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. **The premises, INCLUDING THE CAR PARK, must be vacated and all noise cease by midnight.**

## **13. Parking**

The car park to the rear and side of the Hall is available to Hall users. Please ensure that the area at the Fire Assembly Point is left clear. Cars are parked at owner's risk.

## **14. Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that in order to avoid disturbing neighbours of the hall and to avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

## **15. Alcohol licence**

Any hirer wishing to sell alcohol at an event must obtain a Temporary Event Notice from West Berkshire Council and supply a copy to the Booking Clerk in advance of their hire date.

## **16. Food, health and hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

## **17. Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

## **18. Stored equipment**

No items are to be left in the building except by permission of the Village Hall Committee. We accept no responsibility for any stored equipment or other property brought on to or left at the premises. All equipment and other property (other than stored equipment) must be removed at the end of each booking or we will charge fees each day or part of a day at the hire fee per session until the same is removed.

The Committee may dispose of any items brought onto the premises as they see fit and charge you any costs incurred in storing and disposing of such items should you fail to pay any storage charges due and/or fail to remove items within 7 days of the hire.

## **19. Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside in the designated areas and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## **20. Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book attached to the notice board in the foyer.

## **21. Explosives and flammable substances**

You must ensure that:

- (i) highly flammable substances are not brought into or used in any part of the premises

- (ii) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent
- (iii) devices that are liable to trigger the smoke alarm are not permitted, including smoke machines and candles.

## **22. Heating**

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

## **23. Animals**

Guide dogs, hearing dogs and assistance dogs are welcome on the premises.

## **24. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify the Parish Council accordingly against all actions, claims and proceedings arising from any breach of this Condition.

## **25. Sale of goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

## **26. WiFi services**

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
  - a. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - b. transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - c. interfering with any other person's use or enjoyment of the WiFi service; or
  - d. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

We reserve the right to terminate or suspend our WiFi service immediately in the event that there is any breach of these conditions.

## **27. Availability of WiFi service**

Although we aim to offer a WiFi service, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the hall.

We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **28. Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, the question of refunding fees/deposit shall be at the discretion of the Council.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- the premises being required for use as a polling station for a Parliamentary or Local Government election or by-election;

- reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for your intended use;
- an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

The Council reserves the right to terminate immediately any entertainment, activity or meeting permitted under the hire that is not conducted properly.

## **29. End of hire obligations (see hiring checklist)**

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured. Any contents temporarily removed from their usual positions must be properly replaced. Every hire period should include the time to set up and clear up as detailed below and in the hire checklist:

- if either kitchen is used, it is your responsibility to ensure that the floor is swept and washed after use and all worktop surfaces wiped clean, fridge emptied and left clean, cooker wiped down and left clean
- the foyer and hall floor must be swept and, where necessary, washed. Floor cleaning equipment is provided (brooms in main hall storeroom, mop/bucket & dustpan in kitchen)
- the tables and bar must be wiped clean. ALL AREAS, including the toilets, foyer and back door hallway must be left clean and tidy
- any rubbish is to be placed in plastic bags (provided in the kitchen) and either removed by the Hirer for recycling or deposited inside the large bin in the car park.

FAILURE TO LEAVE THE PREMISES IN A SUITABLE CONDITION WILL RESULT IN SOME OR ALL OF YOUR DEPOSIT BEING WITHHELD IN ORDER TO COVER THE COST OF ADDITIONAL CLEANING SERVICES

## **30. No alterations**

You must not make any alterations or additions to the premises or install/attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior approval. You should remove any such items (and make good to our satisfaction any damage you cause to the premises by such removal) at the end of your hire period, unless an alternative arrangement has been agreed. We have the right to dispose of any items left on the premises without our prior approval.

## **31. Rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

I have read and agree to these Terms and Conditions

Name

Signature

Date