



ENGLEFIELD VILLAGE HALL – BOOKING ENQUIRY & HIRE AGREEMENT

Please read the whole of this document before completing and signing the form below and returning it to the Booking Co-ordinator at info@englefieldvillagehall.co.uk Tel: 07900 405 438. For information about the Hall including pricing please visit www.englefieldvillagehall.co.uk

Please note that a booking will only be considered definite once confirmed in writing by the Co-ordinator and a completed booking form submitted with the appropriate payments, including initial hire deposit and damage deposit, paid. The standard conditions below shall apply to any booking.

Parties:	Englefield Village Hall Charitable Incorporated Organisation acting by its Trustees. Registered charity 1194350.
Name of HIRER:	
Address & Postcode	
Telephone Number	
E-mail Address	
Evidence of insurance cover provided by HIRER?	YES or NOT REQUIRED (delete as required but <u>only</u> once you have read clauses 17 & 18 below. Where the premises is hired for commercial or business use <u>or</u> the Hirer is a club, organisation, society or group the Hirer <u>must</u> provide written evidence of valid insurance against any third party claims). Single event insurance can be obtained from various providers.

Date(s) of Hire (minimum period 2 hours)	Start Time (incl. set up)	Finish Time (incl. clearing up)	Purpose

Event Details		Please Provide Details
Description of Event and Nos Attending		
Will tickets be sold for your event?	Yes/No	
Is food to be provided at the event?	Yes/No	
Is alcohol to be provided at the event? Please confirm whether alcohol will be "bring your own" with no payment or sold to attendees.	Yes/No	
Will there be exhibition of a film?	Yes/No	
Will music be performed or recorded music played?	Yes/No	(E.g live band, DJ, recorded, radio, TV?)
Will your event involve a bouncy castle or other inflatable?	Yes/No	NB. Please see clause 31 below re insurances required and strict conditions of use which must be adhered to.



Hire Fees and Deposits Payable

Total Hire Fee (please refer to hire fee sheet)	£	
Hire Deposit (25% of Hire Fee)	£	Hire deposit of 25% of the total Hire Fee must be paid at the time of application plus a £50 damage deposit. No event will be confirmed until these have been received.
Damage Deposit (£50) returnable	£	Damage Deposit payable at time of application. £50 for all events save for non-children's parties where the deposit and rate are to be agreed separately with the Bookings Co-ordinator.
Initial Payment Due Upon Booking	£	Hire Deposit (25% of Hire Fee) plus Damage Deposit
Final Balance Due No Later Than One Week Before Event	£	75% of Hire Fee

The Hirer shall pay the Hire Deposit and Damage Deposit at the time of booking. The balance of the Hire Fee is payable one week prior to the event for which the hall is hired. **We will refund the Damage Deposit within 15 working days** of the termination of the period of hire **provided** that it is left clean and no damage or loss has been caused to the premises and/or contents, nor complaints made about noise or other disturbance subject to the terms below.

Booking Co-ordinator:	Lynn Dennison	c/o Englefield Village Hall, The Street, Englefield, RG7 5ES	info@englefieldvillagehall.co.uk 07900 405 438
Village Hall Bank Details:	Lloyds Bank	Sort Code: 30-96-96 Account Name: Englefield Village Hall CIO Account No: 81231760	

Please provide your Bank Details below for return of damage deposit:

Hirer Bank Account Name	Bank Name	Sort Code	Account Number

Please sign and date below to confirm your agreement to the terms and conditions:

Hirer Signature

**Coordinator
Signature**

Date

Date

Note: your booking is not confirmed until this form has been signed and returned to you by the Bookings Co-ordinator, your initial payments are made and the booking is confirmed in writing by the Co-ordinator.



STANDARD CONDITIONS OF HIRE

NOTE: If any Hirer is in any doubt as to the meaning of the following, the Bookings Co-ordinator should be immediately consulted.

Parties

1. Throughout this Agreement the Village Hall named is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
2. The person or organisation referred to as HIRER “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
3. where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Co-ordinator or, if the Bookings Co-ordinator is not available, any of our charity trustees.

Supervision

4. THE HIRER who must be over the age of 21 years, shall be in charge of, and remain upon, the premises during the whole time that they are open for the period of the hire. will, during the period of the hiring, be responsible for supervision of the premises, the fabric and contents, their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
5. THE HIRER undertakes that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:
 - (i) no one attending the event consumes excessive amounts of alcohol
 - (ii) 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.

Permitted Use of Premises

6. THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof
7. The number of people on the premises shall not exceed the permitted capacity
8. The Disabled Parking space at the front of the Hall is reserved solely for Blue Badge holders. All other carparking is available along The Street. The Hirer is responsible for directing users to suitable parking places and must ensure rights of access are not blocked at any time. All vehicles are parked at the owners’ risk.
9. THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor. Please refer to information below.
10. THE HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
11. THE HIRER shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, local Magistrates' Court or otherwise, to include all regulations and guidance relating to Covid-19.



Alcohol, Music and Film Regulations

12. The hall does **not** have a licence:

- a) with the Performing Right Society (PRS) for the performance of copyright music
- b) from Phonographic Performance Licence (PPL).

You must ensure that where appropriate, you must hold such licence(s).

13. We do **not** have a Premises Licence.

- (i) You are responsible for ensuring that screenings of film abide by age classification ratings.
- (ii) You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a TEN to the licensing authority.
- (iii) You agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i), (ii) or (iii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

Food, health and hygiene

14. THE HIRER shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

Electrical appliance safety

- 15. THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the HIRER must make use of it in the interests of public safety.
- 16. No heating appliances shall be brought on to the premises without the consent of the Englefield Village Hall CIO. Portable liquefied propane gas (LPG) heating appliances are prohibited.

Insurance and indemnity

17. THE HIRER shall indemnify the Englefield Village Hall CIO and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against

a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents which may occur during the period of the hiring as a result of the hiring. The Hirer shall also indemnify the Englefield Village Hall CIO against all costs claims actions or demands in any way either directly or indirectly arising out of the use.

(b) costs arising from accidental and malicious loss or damage and for loss or damage done to our Wi-Fi service (if any) arising out of your negligence

18. Where the premises is hired for commercial or business use or the Hirer is a club, organisation, society or group, the Hirer shall be responsible for making arrangements to insure against any third party



claims which may lie against the person signing this agreement or the organisation if acting as a representative whilst using the Village Hall. Not less than one month prior to accessing the Village Hall, the Hirer must provide written evidence of insurance cover to the reasonable satisfaction of the Englefield Village Hall CIO in respect of liability for death or personal injury or for loss or damage to property arising out of or in the course of the implementation of the access. (The Englefield Village Hall CIO is insured against any claims arising out of its own negligence).

(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) the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service (if any)

(c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents contractors 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 Wi-Fi service (if any), and

(d) 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/or the use of our Wi-Fi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion in the case of non-commercial hire, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Bookings Co-ordinator. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

Stored equipment

19. We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed. We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

(i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended

(ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.



Smoking

20. 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 and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

Accidents, incidents and dangerous occurrences

21. THE HIRER must report all accidents involving injury to the public as soon as possible. An Accident Report Book is kept in the Englefield Village Hall CIO for this purpose. Certain types of accident or injury must be reported to the local authority.
22. THE HIRER shall ensure that no animals (including birds) except guide-dogs are brought into the hall, other than for a special event agreed by the Englefield Village Hall CIO. No animals are to enter the kitchen at any time.

Safeguarding children, young people and adults at risk

23. You 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, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). Where you do not have your own Safeguarding Policy you must adopt and follow the Englefield Village Hall CIO's safeguarding policy a copy of which will be provided upon request or can be found here www.inglefieldvillagehall.co.uk/about/policies. We strongly recommend that you check that third party providers of entertainment, catering or other services are DBS checked and ask to see their safeguarding policy. All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported to the Englefield Village Hall CIO and the appropriate authorities.

Fly Posting

24. THE HIRER shall not carry out fly posting or any other form of unauthorised advertisements for any event taking place in the Hall and shall indemnify the Englefield Village Hall CIO accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

Cancellation

25. In the event of a cancellation by a HIRER the deposit monies shall be refunded on the following basis:
 - a. If cancelled prior to 6 weeks before the event all monies will be refunded
 - b. If cancelled within 6 weeks of the event, 50% of all deposit monies will be refunded. However, if the Hall is re-booked for that hire period, then 100% of all deposit monies will be refunded.
26. THE ENGLEFIELD VILLAGE HALL CIO reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election in which case the Hirer shall be entitled to a refund of any deposit already paid.
27. IN THE EVENT of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Englefield Village Hall CIO shall not be liable to the HIRER for any consequential loss or expense.



28. The Englefield Village Hall CIO reserves the right to refuse a booking.

29. **End of hire**

30. THE HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with all rubbish removed, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Englefield Village Hall CIO shall be at liberty to make an additional charge.

Excluded Activities

31. EXCLUDED ACTIVITIES - the following are NOT allowed:

- firework displays and bonfires
- the use of deep fat fryers
- no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected.
- candles and naked flames are not permitted

Bouncy Castles, Inflatables and Trampolines Condition

32. Because of the risk of serious injury and the size of potential claims which could arise as the result of alleged negligence or a lack of supervision on behalf of the hirer our insurers impose very strict conditions upon their use. Please note that the **only circumstance** under which we can allow their use is in the back garden of the hall only (i.e. they are not permitted inside nor at the front of the building) and if the following conditions are fully complied with at all times by you:

If the bouncy castle, inflatable or trampoline is hired with a supervisor, the supplier must have their own Public Liability Insurance.

If, however, the bouncy castle, inflatable or trampoline is hired in by you, and its use is to be controlled by you, the hall Hirer, then the following will apply and you must ensure that:

- An adult representative is to act in a supervisory capacity at all times
- Only allow children of similar age and size on at any one time
- Avoid any over-crowding and ensure that the manufacturers recommendations for numbers are not exceeded
- Soft matting should be positioned to cover any hard surface at the open front and/or sides
- Make sure that users remove any potentially dangerous objects such as jewellery or shoes
- Ensure that the bouncy castle or inflatable is moored securely to the ground at each anchor point
- Never use a bouncy castle or inflatable in high winds or wet weather
- Ensure that a trampoline is fitted with safety side netting to prevent falls and that it is not used by more than one person at a time
- No food or drink shall be allowed on the equipment
- No person over the age of sixteen (16) shall be permitted on the equipment unless such equipment bears the prefix "adult". Where "adult" use is permitted, adults and people under the age of sixteen (16) are not permitted to participate on the same equipment at the same time
- Any inflatable sited on a hard surface such as concrete, wood or tarmac, must have adequate heavy sand-bags attached to the anchor points to secure the inflatable
- You must use the hall's electricity safely and not to excess. RCD's (power breakers) must always be used and installed at the source and not attached to the blower or extension reel socket



Noise

33. THE HIRER shall ensure that the minimum of noise is made on arrival and departure. Please respect our neighbours who live next door.

Hirer Health & Safety Risk Assessment

34. THE HIRER shall provide, not less than two weeks prior to the hire date of the Village Hall, a written health and safety risk assessment for the activity in question including Covid-19 where required. The Hirer will take all steps necessary to ensure the safety of those taking part and members of the public.
35. All means of exit from the premises must be kept free from obstruction and immediately available for free public exit. The emergency lighting supply illuminating all exit signs will come on in the event of power failure.
36. Highly flammable substances shall not be brought into or used in any part of the premises.
37. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Englefield Village Hall CIO directly thereafter.

Conditions of Hire

38. We and you hereby agree that the Standard Conditions of Hire and any Specific Conditions of Hire relating to Covid-19, together with any additional conditions imposed under any Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
39. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement
40. This Agreement constitutes permission only to use the premises under a temporary non-exclusive licence and confers no tenancy or other right of occupation on you.

General Data Protection

41. We will need to process data in relation to you, your enquiry and hire of the hall. Personal information about you may be processed and retained as part of our records. We may need to share information about you with third parties. Such information will be processed according to the principles of the Data Protection Act and the General Data Protection Regulation. Details of the Company's Data Protection Policy are available upon request.

Wi-Fi Services

42. The Englefield Village Hall Wi-Fi is available to all Hirers and Users free of charge during their Hire Period. The Englefield Village Hall CIO is not responsible for any misuse or any consequences resulting from misuse and takes no responsibility for any unexpected issues surrounding its use or any variations in signal during the time of hire, however the Englefield Village Hall CIO will endeavour to resolve any issues where possible.

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

- (i) not to use the Wi-Fi 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 persons use or enjoyment of the Wi-Fi 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 Wi-Fi service security procedure confidential and not to disclose it to any third party.

Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our Wi-Fi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) if you resell access to our Wi-Fi service; or

Availability of Wi-Fi Services

- (i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
- (iii) 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 Wi-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection Wi-Fi Service

- (i) We may collect and store personal data through your use of our Wi-Fi service.
- (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.



(iii) By using our Wi-Fi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to:

When using the Wi-Fi service the Hirer agrees at all times to be bound by the following provisions:

(a) not to use the Wi-Fi service for any of the following purposes:

(i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(ii) 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;

(iii) interfering with any other persons use or enjoyment of the Wi-Fi service; and

(iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner

(b) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.



ENGLEFIELD VILLAGE HALL - CHECKLIST FOR HIRERS

Thank you for booking Englefield Village Hall. The following checklist has been produced to help you run a smooth event. We hope you have enjoyable time

Reminder The Hirer is responsible for anything that happens during the Hire Period and **MUST** be fully aware of all Terms and Conditions of Hire. The Hirer must take away ALL rubbish and leave the premises as they were found.

Before the Event Starts	
Booking form signed, monies paid, terms & conditions read and understood	
Supervision in place where required and safeguarding considered	
Hirer insurance in place where required	
Bouncy Castle rules read and complied with	
License obtained where required e.g. alcohol, music, entertainment	
At start of & during the Event	
The fire alarm is not linked to the fire station and therefore in the event of fire, however small, you must dial 999 to call the fire brigade.	
Fire Exits clear and lit	
Muster point identified	
Escape routes clear	
Evacuation routes and procedures understood by all	
Mobile phone available for emergency purposes	
NOTHING must be stuck on painted walls or surfaces	
After the Event Finishes	
Kitchen clean and tidy with all crockery, cutlery etc. washed and dry. Fridge empty and clean.	
Tables wiped and carefully put away – do not drag across floor	
Chairs stacked and put away – do not drag across floor. Do not stack too high	
All taps off and tea urns checked.	
WC's left clean and tidy	
Floors hoovered or swept to remove all debris and, if required, mopped	
ALL rubbish removed including emptying of all bins (kitchen, all WCs etc)	
Windows closed	
Faults or issues reported to the Bookings Co-ordinator	
All interior and Exterior lights switched off	
All interior doors closed	
Doors locked and keys returned	

Emergency contact numbers for problems during your event:

Lynn Dennison 07900 405 438

Duncan Rands 07557 100183

Edward Crookes 07825 557 039