

# Much Birch Community Hall Conditions of Hire

***Please read through the Conditions of Letting. Your compliance would assist in keeping the Hall and its environs in the best possible condition ready for the next user.***

## **BOOKINGS, HIRE FEE & DEPOSIT**

Hirers must return the booking form together with the hire fee and deposit to the Secretary 14 days prior to the date of hire, otherwise the key to the Hall will not be made available. Should the deposit not be sufficient to cover damage or loss, the Committee reserve the right to apply to the Hirer for further repair/replacement costs. Cancellations should be notified to the Secretary immediately they are known; if less than 2 weeks' notice is given a proportion of the hire fee may be retained. All relevant details must be completed on the booking form. The signatory and the organisation (where applicable) shall be jointly and separately liable as Hirer. **PLEASE PAY PARTICULAR ATTENTION to Paragraph 7.**

## **HIRER'S RESPONSIBILITIES**

- 1. CONDUCT** - Everything shall be performed in a proper and orderly manner and the Hirer shall neither do, nor permit to be done, anything which creates a nuisance, or causes damage, or is in breach of any law or by-law including statutes of the Local Authority. Noise should not disturb the surrounding residents, including when vacating the Hall.
- 2. INSURANCE**
  - The Hirer is responsible for ensuring that they have appropriate insurance for their activities.
  - The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.
- 3. DAMAGES – You are liable for the cost of repair of any damage done to any part of the premises including it's curtilage or its contents. Any such damage, breakages or losses must be reported promptly to the Secretary, or in her absence to another member of the Hall Committee.** The Hirer's deposit cheque will be held pending an inspection of the Hall and the deposit, less any required deductions for damages, breakages or need for additional cleaning, shall be refunded to the Hirer within 14 days of the date of the letting. If no damage has occurred or there is no need for additional cleaning, the original deposit cheque will be returned.
- 4. RESPONSIBILITIES AND KEY** - The room/s hired, cloakrooms and equipment shall be left in a clean and tidy condition after use.
  - **Tables** - Please ensure tables are cleaned before stacking appropriately by size on the trolley provided. Use a damp J-cloth on the melamine surfaces and remove stubborn stains with the liquid cream cleaner. DO NOT use a washing up dishcloth or a tea towel. There are clean cloths in the cupboard under the sink.
  - **Chairs** - Heavy metal chairs should be stacked **6 high** in the main hall and the lighter weight chairs **12 high** all stored in the Arthur Harris Room.
  - **Key** - The key may be obtained from the Surgery during Surgery hours i.e. not evenings, Saturdays, Sundays or Public Holidays and returned to Reception or dropped through the Surgery letterbox located at the left side door of the surgery building, if the surgery is closed. If other arrangements are necessary e.g. on Saturdays and Sundays, you will be advised by the Secretary. **PLEASE NOTE** - The Surgery and its staff have no responsibility for the running of the Hall and when collecting the key, bear in mind that the Receptionist may be answering the telephone through her headset and may be unable to deal with you straight away. The Hall diary must be signed by the person collecting the key. The Surgery holds the key on a purely voluntary basis to assist us in the running of our Community Hall.

## 5. FIRE SAFETY

- **FIRE EXITS - No obstruction shall be placed in the way of entrances or fire exits.** The Hirers of the Hall should familiarise themselves with the fire precautions which are posted by the marked fire exits.
- **FIRE ALARM** - The Hall is equipped with fire alarms and emergency lighting. Please ensure that the person who is to be in charge of the event (or the Steward) acquaints themselves with the instructions for dealing with a fire (a copy is sited by each exit to comply with Local Authority requirements). If the main Fire Alarm sounds, everyone should vacate the building and proceed to the assembly point in the surgery car park. The person in charge should make sure everyone is accounted for and no-one should re-enter the building. The Fire Brigade should be summoned immediately.

6. **PARKING** - Vehicles are parked at the owner's own risk and must not be parked so as to inconvenience other Hall users or nearby residents. The Surgery car park is available for Hall users only during the evenings, Saturdays, and Sundays. Patients have priority in the Surgery Car Park and Hall users have priority in the Hall Car Park. Your co-operation would be greatly appreciated.

## 7. LICENSES

- **PREMISES LICENCE** - we have a Premises Licence authorising regulated entertainment only (e.g. performance of a play, exhibition of a film, performance of live music – see Licensing act 2003 for further details) Any music must stop at 11pm under the these licence regulations.
- **PUBLIC ENTERTAINMENTS/ALCOHOL LICENCE (for up to 120 persons)** - If the hirer is providing entertainment and is charging for entry either in advance or at the door, the hirer will need to advise the Hall Secretary. Under the Licensing Regulations (2003 and 2005), the hirer, as organiser, will need to obtain a Temporary Events Notice (TENS) if the intention is to sell alcohol. This must be obtained from Herefordshire Council Licensing Authority for which they will make a charge. The Council requires a minimum of 14 days notice in order for the TENS to be issued and there will be specific requirements to be met. A copy of the granted Licence will be required to be forwarded to the Hall Secretary before the event is held; otherwise the key to the building will not be made available. The Licensing Help Desk's telephone number is 01432 261761.
- The hall has a licence with the *Phonographic Performance Licence (PPL)* and *Performing Right Society (PRS)* for Music for the playing of recorded copyright music or the performance of live music.

8. **THE HALL COMMITTEE** - reserve the right to allow nominated Committee Members or any Police Officer, Fire Officer or Justice of the Peace to enter the Hall at any time. They may also terminate any function they consider to be not properly conducted. The Committee has the right to refuse any application for hire of the Hall for any reason without having to justify their decision.

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. 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). Much Birch Community Hall has a Safeguarding Policy which can be viewed upon request.

10. **THE HEATING** - of the Hall is provided by an oil-fired boiler located in the rear lobby. **All heating controls are pre-set and should not be altered. DO NOT ADJUST ANY KNOB OR DIAL ON THE CENTRAL HEATING BOILER.** To operate the heating turn the over-ride switch located in the rear lobby marked 'heating' to the 'on' position. Hirers must ensure the over-ride is switched to the 'off' position after use. If the heating is on when you enter the building but the switch indicates it is not "on" this is because the frost stat has switched on and the heating has come on automatically to protect pipes. Overall temperature of the building is controlled by a pre-set tamper-proof thermostat located in the main hall. Individual

thermostatic radiator valves are fitted to each radiator and can be adjusted with care. Please ensure that all heating is turned off after use. If left on, additional charges will be incurred. **The use of additional means of heating is not permitted without prior approval of the Secretary. Please ensure tables and chairs are placed away from radiators and do not touch them.**

**11. CROCKERY AND CUTLERY** is available for use by the Hirer at no additional charge and **any breakages must be reported to the Secretary at the earliest opportunity.** The Hall reserves the right to charge for breakages. Crockery and cutlery must not be removed from the premises. There are some glasses for general use, but if more are needed it will be the responsibility of the hirer to arrange this.

**12. KITCHEN**

- i. You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- ii. The kitchen sink must be used only for food/drink preparation and washing up.
- iii. A mop, mop bucket, brooms, and dustpan and brush are available in the Broom and Cleaning Materials cupboard situated adjacent to the female toilets. Water can be obtained from within the Cleaner's Room opposite to it and soiled water should also be emptied there.
- iv. Please do not attempt to open the locked cupboards as the contents belong to regular hirers
- v. Tea towels and dishcloths (for crockery and cutlery only please) are available in a drawer in the kitchen. **If holding a large-scale event, hirers are required to provide their own tea towels and dish cloths.**
- vi. **All hirers are required to take all waste and recyclables home with them and to provide their own bags**
- vii. Please do not put any items on the work tops which will scratch or burn the worktop surface. Use the cleaning liquid/spray provided to clean the tops.
- viii. If the ovens or microwave are used, please clean them, including the grill pan, trays and shelves, use a J-cloth and cleaning liquid (not the washing up dishcloths). Cleaning instructions for the hob can be found located on the oven cabinet housing next to it.
- ix. A Hot water supply which is needed in large quantities may be obtained by switching on the water heating switch, located on the wall to the right of the sink drainer. Ensure it is switched off after use.
- x. A self-filling wall mounted water kettle is provided for drinks. It can also be used for small quantities of water for washing up purposes. The kettle is designed to provide a constant source of near boiling water. Care should be taken to avoid scalding. This device should not be operated by children.
- xi. The fridge freezer may be used. Please make sure your food/drink is removed and it is cleaned after use. The appliance must be left switched on.

**13. STORED EQUIPMENT** - 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.

**14. PORTABLE ELECTRICAL EQUIPMENT-** All portable electrical equipment brought into the hall for use during lettings should have been PAT tested and certified in accordance with the Electricity at Work Regulations 1989.

**15. GAS CYLINDERS** - The use of cylinders or containers of gas under pressure are not permitted in the building under any circumstances. Barbeques should only be used externally and with prior agreement.

**16. AUDIO VISUAL EQUIPMENT** - is available subject to a qualified operator being present. Please contact the Secretary if this is required. A charge may be levied for this service.

## **17. FIRST AID**

- An automatic external defibrillator for use in cardiac emergencies is located on the exterior wall to the right of the main door as you approach the building.
- The first aid box is in the kitchen. Please record details of any incident/injury in the accident book and make a note in the stock record in the First Aid Box with any items you have used. A serious incident must be reported to the Secretary or an Officer of the Committee as soon as possible.

**18. CLOAKROOMS AND TOILETS** - Hirers are asked to inform the Secretary of any shortages of consumables (the number to ring is on the notice board inside the hall). This also applies to any malfunction or problem encountered with the toilet facilities. Cloakrooms and toilets must be left in a clean and tidy condition.

**19. CLEANING - PLEASE LEAVE THE PREMISES AS YOU WOULD WISH TO FIND THEM.** A vacuum cleaner, mops and brooms can be found in the 'Brooms and Cleaning Materials Cupboard' as described in item 12. **A wet mop should not be used on the wooden floor tiles as excess water will cause damage.** Floor cloths for mopping up spillages are kept under the kitchen sink and should be rinsed out and placed in the soiled linen bin after use. Liquid cream cleaner can also be found in the cupboard under the kitchen sink.

**20. WALLS AND HANGING OF NOTICES** – Please do not attach anything to the interior or exterior walls of the building. There are general notice boards inside the hall which may be used for notices. The Management Committee reserve the right to remove any notices without warning. **UNDER NO CIRCUMSTANCES** should Blu Tack be used on the brick surfaces, nor should drawing pins be used to secure notices to the hall entry doors or the inside cupboard doors.

**21. 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 persons 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.

**22. TERMINATION OF THE WIFI SERVICE** - We have the right to suspend or terminate our Wifi 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 WiFi service;

(iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;

(iv) if you resell access to our WiFi service; or

(v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

## **23. AVAILABILITY OF WIFI SERVICES**

(i) Although we aim to offer the best WiFi service possible, 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.

(ii) 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 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 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.

## 24. PRIVACY AND DATA PROTECTION

(i) We may collect and store personal data through your use of our WiFi service.

(ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.

(iii) By using our WiFi service, you agree to the terms of clauses 21-24. If you would like more information or object to anything in these conditions, you should speak to the Hall Management Committee

When using the WiFi service the Hirer agrees at all times to be bound by the provisions set out in 21.(i) and 21.(ii) above.

***Please remember to take these conditions with you for reference purposes.***

*ANY PROBLEMS – RING EITHER OF THE MEMBERS LISTED ON THE NOTICE BOARDS INSIDE AND OUTSIDE THE HALL. DO NOT LEAVE MESSAGES ON AN ANSWERPHONE BUT TRY TO CONTACT ONE OF THE OTHER OFFICERS.*

## FOR CONVENIENCE, A CHECKLIST BELOW IS FOR USE BY HIRERS WHEN VACATING THE PREMISES.

- |   |   |
|---|---|
| <input type="checkbox"/> Water heater switched off  | <input type="checkbox"/> Hall or other rooms used left clean and tidy   |
| <input type="checkbox"/> Wall kettle switched off   | <input type="checkbox"/> Toilets and cloakrooms left clean  |
| <input type="checkbox"/> Heating switch turned off  | <input type="checkbox"/> <b>Party/event waste and recyclables bagged and removed from premises</b>  |
| <input type="checkbox"/> Food/drink removed from fridge freezer, cleaned and left switched on | <input type="checkbox"/> All lights and appliances switched off   |
| <input type="checkbox"/> Ovens and microwave cleaned if used                                  | <input type="checkbox"/> Finally, lock the door and return the key to the surgery or to the member of the committee who gave you the key for entry purposes |
| <input type="checkbox"/> Kitchen left clean and tidy  |   |

**Thank you**

Revised February 2023