



Aldermaston Parish Hall

Standard Terms and Conditions

These standard conditions (Pages 1-11) apply to all hires of Aldermaston Parish Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Administrator should immediately be consulted.

1. Age

- a. The Hirer, not being a person under 18 years of age, shall hereby accept responsibility for overseeing and being present on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
- b. Hires will not be accepted for birthday parties for 16–21-year-olds.

2. Supervision

- a. The Hirer shall during the period of hiring, be responsible for the supervision of the premises,
- b. Care of the premises, safety from damage however slight or change of any sort,
- c. 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.
- d. As directed by the Booking Administrator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents.

3. Use of Premises

- a. The Hirer shall not use the premises (including the carpark) 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 nor allow the consumption of alcohol thereon without written permission.
- b. 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.

4. Bouncy castles

- a. Bouncy castles are considered higher risk of accidents and therefore must be pre-approved for use at any event. A hirer cannot bring in a bouncy castle without permission. The APH insurance does not cover use of bouncy castles, this includes that the policy does not offer any cover in respect of accidents related in any way to bouncy castles.
- b. The hall will only allow small indoor bouncy castles (toddler size) to be used in the main hall only, subject to the below terms being met.

- c. Request for use must be supported by evidence of appropriate insurance of the bouncy castle and the supervision, along with a confirmation of the supervision and controls that will operate.
- d. **Insurance:** Responsibility for insurance lies with the hirer of the hall, who should provide evidence to the Booking Officer of the insurance cover. There are two elements of cover that need to be in place to ensure full protection.
 - i. The first is the bouncy castle itself that should be supposed by the owner/hiring company and is in place in case of fact with the bouncy castle itself - this should be supplied by the owner/hiring company and is in place in case of fault with the bouncy castle that causes injury or property damage.
 - ii. The second element is cover for the supervisors of the bouncy castle. The party who is responsible for supervising the device is also responsible for insuring it, so if a hirer of the hall is supervising the bouncy castle they should have public liability insurance to cover use. If this is an individual who is hiring the hall for a party, this may be covered under their home contents insurance.
- e. **Controls** in place must include:
 - i. Supervision of use - this is the most important control, with a minimum of 2 adults acting in a supervisory capacity at all times.
 - ii. Only allow children of similar age and size on the castle at any one time
 - iii. Avoid any overcrowding and ensure that the manufacturer's recommendations for numbers are not exceeded
 - iv. Soft gym mats should be positioned to cover any hard surface at the open front of the castle
 - v. Make sure that users of the castle remove any potentially dangerous objects, such as jewellery, buckles, shoes etc.
 - vi. Do not allow children over the age of 7 years to use the castle

5. Insurance and indemnity (APHMC has Public liability insurance of £10,000,000)

The Hirer shall be liable for:-

- a. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the cartilage thereof or the contents of the premises,
- b. all claims, losses, damages, and costs made against or incurred by APH, APHMC, their employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising because of the use of the premises (including the storage of equipment) by the Hirer, and
- c. all claims, losses, damages and costs made against or incurred by APH, APHMC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-paragraph (b), the Hirer shall indemnify and keep indemnified accordingly each member of APH, APHMC, their employees, volunteers, agents or invitees against such liabilities.
- d. **Non-Profit/Private Hirers-** APHMC are insured through Allied Westminster Insurance which includes **Hirers Indemnity of £2,000,000**, which covers all non-profit/private hires which indemnify person(s) whilst using the Hall as though they were APHMC. For a full copy of our Insurance Certificate & the Allied Westminster Village Hall Policy wording you are bound by, please contact the Bookings Administrator.
- e. The Hirer is responsible for the "Event". To comply with the Public Liability section of the APHMC Allied Westminster Insurance Policy to extend to cover to the Hirer, the Hirer agrees to comply with guidelines laid out in the 'Special event guidelines pdf' sent with

your booking documents which can also be found on our website, or a copy requested from the Bookings Administrator.

- f. **Commercial/Profit-making Hirers.** The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to APHMC. Failure to produce such policy and evidence of cover may render the hiring void and enable the Bookings Administrator to re-let the premises to another hirer.
- g. The APHMC is insured against any claims arising out of its **own** negligence.

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. Public Safety Compliance

- a. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment and general Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
 - i. The Hirer acknowledges that they have received instruction in the following matters:
 - ii. APH and grounds (including car park) is **NON SMOKING**.
 - iii. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - iv. The location and use of fire equipment.
 - v. Escape routes and the need to keep them clear.
 - vi. Method of operation of escape door fastenings.
 - vii. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - viii. Do not work on steps, ladders or at height until they are properly secured and another person is present.
 - ix. Do not allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions). Avoid overcrowding in the kitchen and do not allow running.
 - x. Wear suitable protective clothing when handling cleaning or other toxic materials.
- b. In advance of an entertainment or play the Hirer shall check the following items:
 - i. That all fire exits are unlocked and panic bolts in good working order.
 - ii. That all escape routes are free of obstruction and can be safely used.
 - iii. That any fire doors are not wedged open.
 - iv. That exit signs are illuminated.
 - v. That there is no obvious fire hazards on the premises.
 - vi. All occupants of the hall are aware of the fire exits and the fire evacuation procedures.
 - vii. Misuse of fire-fighting equipment will result in the loss of the deposit and a charge to cover refilling/replacement costs.

- viii. If holding an event using seats in rows, the drop link connector of chairs to be used to keep the chairs in upright position for safe evacuation in event of fire.

8. Safeguarding children, young people and adults at risk

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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

9. Hall decoration

- a. The following **MUST** be adhered to when putting up decorations for your event.
- b. **No notices are to be adhered to any door or window (inside or outside). NO sellotape, pins, nails, or blu-tack to be used on, walls, woodwork, light fittings, existing decorations or curtains. Brass hooks are provided for hanging of decorations. No decorations are to be put up near light fittings or heaters. All decorations to be removed with care at the end of hire period.**
- c. No naked flames to be used in the Hall. NO candles other than birthday cake candles may be used.
- d. NO FIREWORKS to be used either inside the building, outside in the Hall grounds or in the attached farmer's field.
- e. Under **NO** circumstances should Hall notices be removed. They are there for a legal purpose.

10. Licences

- a. The Hirer shall ensure that the appropriate Licences are in place 28 days before the hire commencement date.
- b. **The Premises Licence** is needed if any regulated entertainment and licensable activities will take place. Such activities include the performance of plays; the exhibition of films; indoor sporting events; the performance of live music; the playing of recorded music; the performance of dance; making music; dancing; entertainment similar to those above;
- c. **Performing Rights Society Licence (PRS) and Phonographic Performance License (PPL)** which permits the use of copyright music in any form e.g. record, CD, tape, radio, television or by performers in person.
- d. If other licences, such as **Temporary Event Notice (TEN)** for sale of alcohol, are required in respect of any activity in the Parish Hall, the Hirer should ensure that they or APHMC hold the relevant licence well in advance of hire date and provide proof as requested.

11. Means of Escape

- a. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- b. The emergency lighting supply illuminating all exit signs and routes must be kept visible during the whole of the time the premises are occupied. These are operated by an automatic mains failure switching device in the case of a power failure.

12. Outbreaks of Fire

It is the hirer's responsibility to check the building has been evacuated and that the Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Administrator.

13. Health and Hygiene

The Hirer shall, 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 fridge does have a thermometer.

14. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Do not use any appliance that shows sign of wear or damage and advise the Booking Administrator **as soon as possible**. Never leave any electrical equipment operating, whilst unattended.

15. Accidents and Dangerous Occurrences

- a. The Hirer must report all accidents involving injury to the public to the Booking Administrator **as soon as possible** and complete the relevant section in the APHMC's accident book. Any failure of equipment belonging to the APHMC or brought in by the Hirer must also be reported **as soon as possible**.
- b. Certain types of accident or injury must be reported on a special form to the Local Authority. The APHMC will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The accident book and RIDDOR forms are held on the kitchen work surface. All COSHH assessments and product data sheets, including first aid instructions can be found in the kitchen drawer file. A First Aid kit is in the kitchen on the wall above the microwave.

16. Explosives and Flammable Substances

The Hirer shall ensure that:

- a. Highly flammable substances are not brought into, or used in any part of the premises and that
- b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the APHMC. NO sellotape, pins or blu-tack to be used on the walls or woodwork, brass hooks are provided for hanging of decorations. No decorations are to be put up near light fittings or heaters.
- c. No naked flames to be used in the Hall. NO candles other than birthday cake candles may be used.
- d. NO FIREWORKS to be used either inside the building, outside in the Hall grounds or in the attached farmer's field.

17. Heating/Lighting

- a. The heating will be set for your hire period by the Booking Administrator/Caretaker. If the heating is not on, a boost button allowing 90 minutes of heat for the Main Hall can be found in the entrance hall next to the light switches. A single push on the top button works the Billiard Room heaters; the bottom button works the Main Hall heaters.
- b. ***The Hirer will ensure that no external doors are propped open as this will affect the heating. An extra charge for additional heating may be deducted from the deposit if open external doors are reported.***
- c. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the APHMC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- d. The Hirer is to ensure that no adjustments are made to the heating controls within the Parish Hall and all switches are returned to their original position.
- e. There are a number of options of lighting effects for the Main Hall. These are controlled by the buttons in the entrance hall. Please follow the instructions to set the lighting to your requirements.

18. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that action is taken to avoid disturbing neighbours to the hall and any violent or criminal behaviour. Care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises. NO items are to be deposited over the back fence into farmer's field or adjacent properties.

19. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, unless agreed in advance by the APHMC. No animals whatsoever are to enter the kitchen area at any time.

20. Compliance with the Equality Act 2010

The Hirer shall ensure that they always follow Equality laws and adhere to the hall's Equal Opportunity policy. Copy of these can be found on the hall notice board and on website.

21. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the APHMC accordingly against all actions, claims and proceedings arising from any breach of this condition.

22. Sale of Goods

The Hirer shall, if selling goods on the premises, except by auctions, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

24. 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.

25. 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:

- a) if you use any equipment which is defective or illegal;
- b) if you cause any technical or other problems to our WiFi service;
- c) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- d) if you resell access to our WiFi service; or
- e) if you use our WiFi service in contravention of the terms of these Standard Conditions.

26. Availability of WiFi Services

- a. 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.
- b. 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.
- c. 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.

27. Privacy and Data Protection

- a. We may collect and store personal data through your use of our WiFi service.
- b. 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.
- c. By using our WiFi 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:
 - i. The Booking Administrator
- d. When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:
- e. not to use the WiFi service for any for 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 WiFi service; and making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.
 - iv. 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.

28. Cancellation

- a. If the Hirer wishes to cancel the booking before the date of the event, the question of the payment or the repayment of the fee shall be at the discretion of APHMC. APHMC reserves the right to charge an administration fee in respect to any such cancellation by the Hirer.
- b. APHMC reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - i. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
 - ii. APHMC reasonably considers that:
 - a. such hiring is likely to lead to a breach of these terms and conditions, any relevant licensing conditions, or other legal or statutory requirements, or
 - b. Unlawful or unsuitable activities will take place at the premises as a result of this hiring
 - c. the premises becoming unfit for the use intended by the Hirer
 - d. 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.
 - e. In any such case the Hirer shall be entitled to a refund of any fee already paid, but APHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

29. End of Hire

- a) The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise APHMC shall be at liberty to make an additional charge.
- b) The Hirer acknowledges that they have received and read requirements for each hall area –
 - I. 50 chairs in the Main Hall, 30 chairs in Billiard Room (in stacks of 5), using the chair trolley which is provided to ensure safe movement of the chairs.
 - II. All folding (Go-Pak) tables are to be returned (wiped clean) to the kitchen storage area and chained up.
 - III. All curtains are to be opened and closed using the cord pulleys and should be left closed.
 - IV. All chairs are to be moved using trolley provided.
 - V. All rubbish is to be taken away by the Hirer.

30. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall avoid excessive noise after 10pm and ensure that all music is finished by 11pm to comply with any other licensing condition for the premises.

31. Stored Equipment

The APHMC accepts 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 hire or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

APHMC may use its discretion in any of the following circumstances, namely:

- a. in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- b. in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

32. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached or removed in any way to any part of the premises without the prior written approval of the APHMC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the APHMC remain in the premises at the end of the hiring. It will become the property of the APHMC unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

33. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

34. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

35. Deposit and Hire payment

The booking fee of £200 deposit for the hire of Aldermaston Parish Hall should be paid in advance, preferably by bank transfer. All cheques (hire and deposit) WILL be banked before the hire date. A refund of the deposit will be sent within 28 days after the hire date provided that no damage or loss has been caused to the premises and/or contents or complaints made to the APHMC about noise or other disturbance during the period of the hiring. Any deductions will be notified prior to refund or if costs equate to more than deposit hirers will be invoiced for the extra cost of any damage or loss caused to the premises and/or contents during the period of the hiring.

36. Car Parking

- a. All cars parked at Aldermaston Parish Hall are parked at the owner's own risk and APHMC takes no responsibility for damage whilst parked at the Hall.
- b. Please park sensibly and make sure that the clearly marked Fire Exit doors are not blocked by vehicles and spaces clearly marked as Disabled spaces are respected.

37. Key collection

The key is to be collected from and returned to the Caretaker as instructed by the Booking Administrator approximately one week prior to the hire.

38. Facilities included in standard hire

- a. The following items are included in the standard hire charge
- b. All halls – 12 Go-Pak tables (7 6ftx27" and 5 6ftx24"), 4 x card tables, small projector screen (no projector)
- c. Main Hall – 50 padded chairs, (additional 12 chairs are stored in the gallery)
- d. Billiard Room – 30 padded chairs

- e. Kitchen – 2 x domestic kettles, commercial dishwasher, dual fuel oven, plate warmer, hot cabinet, catering fridge, trays, microwave, 1 urns 3 domestic teapots, 1 8pt catering teapot, oven gloves.
- f. China settings of various styles for 70 people, cutlery settings for 70 people, 4 ½ pt milk jugs, 8 small jugs, 7 glass water jugs. 30 mugs. 100 plus flute glasses, various tumblers and wine glasses.

39. Facilities NOT included in standard hire

- a. Bone china place settings additional hire cost of £1 per setting.
- b. Glasses (will need to be sourced by hirer), tea towels, bags for taking rubbish away.
- c. Round tables (extra charge of £10 per table applicable)

FAILURE TO COMPLY WITH THESE CONDITIONS OF HIRE MAY RESULT IN YOUR DEPOSIT NOT BEING RETURNED.

All bookings for events with more than 50 people will have to meet with an APHMC representative at the hall prior to booking to talk through facilities and seating options.

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