

INKBERROW COMMUNITY CENTRE VILLAGE HALL (ICC)
Terms and Conditions of Hire - organisations, groups and clubs
All Hirers are referred to our Privacy Policy available on our website.

1. METHOD OF BOOKING: Availability can be checked via the online diary www.inkberrowvillagehall.co.uk Rooms and facilities are hired via the Booking Secretary who will confirm the booking and cost.

The booking form signed by an authorised person on behalf of the organisation/group/club, herein referred to as the Hirer, accepting the details on the form and agreeing to these terms and conditions should be returned to the Booking Secretary, either by email or post. (the Hirer should retain a copy). The Hire agreement does not include any premises or grounds other than those agreed for hire with the Booking Secretary.

Full payment, part payment or details of other arrangement as agreed. An invoice or invoices will be issued.

Persons authorised to sign the booking form must be at least eighteen years old at the date of booking.

2. METHOD OF PAYMENT: A refundable cash, cheque or payment via Paypal deposit, additional to any part or full payment made for the booking, may be required, at the discretion of the hirer. This can be deducted from the invoiced amount providing

- No damage is caused as a result of the bookings
- The rooms are left in a clean and tidy condition
- The rooms are vacated at the time stated on the booking form

The refundable deposit may be withheld in part or full dependent on costs incurred. The ICC retains the right to recover any costs incurred in excess of the amount of the deposit.

Payment is due within 28 days from date of invoice.

3. CANCELLATIONS: Cancellation of any or all of the bookings should be made by e-mail or in writing. Cancellation of bookings by the Hirer with less than 7 days' notice will be charged at the full rate. The ICC may, at their discretion, waive this charge. If a deposit has been paid, the ICC maintains the right to retain it in lieu of any non-payment of the invoiced amount.

4. The ICC reserves the right to:

(a) Refuse applications for hire of premises without a requirement to give reasons for refusal.

(b) Terminate or prohibit the use of facilities at its discretion without previous notice to the Hirer. The ICC shall not be liable for any loss or expenditure incurred by the Hirer arising out of such termination or prohibition. Priority will occasionally be granted for usage for special events by community organisations – this will only be given on approval by the ICC, and as long as at least three months notice can be given to any hirer(s) who may be affected.

(c) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election

(d) The ICC management committee reasonably considering that

- (i) Such hiring leading to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- (ii) Unlawful or unsuitable activities will take place on the premises as a result of this hiring

(e) The premises becoming unfit for the use intended by the Hirer, including, but not limited to, Hall repair or refurbishment.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the ICC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever

4. USE OF FACILITIES:

(a) Capacity

The maximum occupancy of the Hall (seated) 150

The maximum occupancy of the Committee Room is 50

The maximum occupancy of the Resources room is 30

Maximum number of persons allowed in the building - 300

The ICC reserves the right to refuse entry or evict persons where the maximum occupancy is exceeded.

(b) The person named on the booking form must be authorised to make the booking on behalf of the organisation/group/club. Written proof of authorisation may be requested, at the discretion of the ICC. The Hirer shall be solely responsible for ensuring that all persons connected with the organisation/group/club comply with these conditions and any other directions given, and conduct themselves in a proper and correct manner.

(c) Alcohol may not be sold on the premises, for consumption on or off it, unless provided by a personal licence holder or a temporary event licence permitting the sale of alcohol has been obtained, and with the express permission of the ICC. Persons in an intoxicated condition, whether by alcohol or prohibited substances, will not be allowed onto or allowed to remain on the premises.

(d) The Hirer shall be responsible for the supervision of the booking(s) and shall ensure that suitably trained or instructed persons are always present, appropriate to the nature of the booking and the numbers attending. The Hirer shall be responsible for ensuring there is adequate and appropriate first aid cover if necessary.

(e) The premises shall not be used for any other purpose other than the stated purpose for which they are hired.

(f) The Hirer shall be responsible for ensuring that the facilities are left in a clean and tidy condition, and use their best endeavours to prevent loss of or damage to property of the Hall. If necessary floors should be swept and surfaces wiped clean. If the Hall is left in an unsatisfactory state, or if there is loss or damage, the Hirer will be responsible for making good the same. In extreme cases any additional costs for cleaning, repairs or loss replacement may be levied on the Hirer.

(g) Should any of the ICC's equipment be used, this must be replaced back in its original position in a tidy manner. Hirers using their own equipment which is stored at the hall must put it back in their allocated area in a tidy manner, without obstructing the equipment or property stored by other users.

(h) No equipment belonging to other users of the hall should be used without their express permission.

(i) All rubbish should be removed from the premises and disposed of by the Hirer

(j) The Hirer shall not exhibit, bills, posters, advertisements, photographs or leaflets on the premises except with the consent of the Hall and only on boards and in positions indicated. No decoration will be permitted that will cause damage to the fabric of the premises. If in doubt, the Hirer should seek guidance from the Chair of the ICC

(k) Except for guide dogs animals will not be allowed onto the premises unless with the express permission of the ICC

(l) Hirers need to be aware that unless the whole Hall is booked, communal areas may be shared with other hirers and appropriate supervision will need to be provided

(m) The ICC accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All such equipment and other property (other than authorised stored equipment which must be

returned to its designated storage facility) must be removed at the end of each hiring. Failure by the Hirer to remove the same within 7 days after the hiring will result in the ICC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and the Hirer will be charged any costs incurred in storing and selling or otherwise disposing of the same. Hirers with their own storage areas are responsible for keeping such areas clean and tidy. The Utility, Fire and Health Authorities may inspect or require access to these areas at any time, together with the rest of the premises working order, and used in a safe manner.

(n) The Hirer shall ensure that any electrical appliances brought by them to the premises and used there are PAT tested and in good order.

(o) If recorded music is to be used a Phonographic Performance Limited (PPL) licence may be required. Contact PPL for 020 7534 1000 or see <http://www.ppluk.com/> for further details

(p) Stage. The Hirer shall be aware that there are no barriers at the edges of the stage and that the stage is out of bounds to unsupervised children.

(q) Alterations/fixings. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises, without the prior approval of the Chair of the ICC. Any alteration, fixture or fitting or attachment so approved, shall at the discretion of the ICC remain in the premises at the end of the hiring and become the property of the ICC or be removed by the Hirer who must make good to the satisfaction of the ICC any damage caused to the premises by such removal.

(r) Performances involving danger to the public shall not be given

(s) Highly flammable substances shall not be brought into, or used in any portion of the premises.

(t) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee

(u) No unauthorised heating appliances shall be used on the premises

(v) The period of hire is that stated on the booking form and the hirer should ensure this is sufficient for any preparatory work or clearing up after the event.

5. SAFEGUARDING. COMPLIANCE WITH THE CHILDREN ACT 1989 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons, with appropriate Criminal Records Bureau clearance, have access to the children. The Hirer must ensure that their agents and participants adhere to current safeguarding practice, including the use of photographic or video recording equipment.

6. GAMING, BETTING AND LOTTERIES. 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.

7. RISK ASSESSMENT The Hirer shall be responsible for undertaking a Risk Assessment of their facilities, equipment and activities.

8. INSURANCE: The Hirer shall indemnify the ICC against claims for injuries to persons or loss or damage to property arising from the activities of the Hirer. The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of the cover. Failure to produce such policy and evidence of cover will render the hiring void and enable the ICC Committee to re-hire the premises to another hirer. (The ICC is insured against any claims arising out of its own negligence).

9. PROPERTY AND BELONGINGS: All items of property are brought onto the premises at the owner's risk. The ICC accepts no liability whatsoever for any loss of or damage to the property of the Hirer or their agents/participants.

10. HEALTH AND SAFETY:

- Customers are responsible for their health & safety; any injury, accident or near miss sustained on the premises must be reported to the Booking Secretary at the earliest opportunity, who will report it accordingly. The Hirer shall comply with all conditions and regulations made in respect of the premises, the Conditions of Hire, the Safety instructions and any conditions of a TEN, if applicable. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995 (RIDDOR). A first aid kit can be found in the kitchen please leave a note in the hall diary if this has been used so it can be replenished
- The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- Smoking. The ICC operates a strict no smoking policy throughout its facilities, to be observed at all times.
- Any failure of equipment belonging to the ICC must also be reported as soon as possible..

11. FIRE SAFETY:

The Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open or obstructed and the manner of opening them is known to guests in advance.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises
- Fire extinguishers are located:
 - (1) Water - Inside Main Hall
 - (2) Water - Stage fire door in Main Hall
 - (3) Water - Entrance Hall
 - (4) Powder - in the Kitchen

The Hirer shall nominate an acting fire marshal to immediately notify the fire service in the event of a fire and ensure they have access to a phone at all times. The Hirer and stewards must be conversant with the following evacuation procedures:

- (a) An alarm bell will sound immediately when the fire alarm is activated.
- (b) An announcement will be made, by the fire marshal, instructing all individuals to leave the building via the nearest emergency exit.
- (c) All persons will gather at the designated fire assembly point
- (d) Re-admittance to the premises can only be authorised by the attending Fire Service Officer after a thorough check has been made of the premises.

12. The hiring agreement constitutes permission only to use the premise and confers no tenancy or other right of occupation on the Hirer.

13. END OF HIRE Unless otherwise agreed in advance by the Committee, , the Hirer shall ensure if applicable that all music, dancing, entertainment, serving of alcohol and/or food (whether for payment or otherwise) ceases in time for the hall to be cleaned and cleared of all persons and secured by 12.00 midnight.

The Hirer shall be responsible, for ensuring that the Hall is left tidy and clean, and ensuring, unless directed otherwise,

- (a) All windows and doors are locked
- (b) All lights are turned off.
- (d) All taps are turned off and plug holes clear
- (e) Any rubbish must be bagged and removed from the premises for disposal by the Hirer.
- (f) The Hirer shall ensure that the minimum of noise is made on departure, particularly late at night and early in the morning. Car doors banging, music and loud talk in the car park disturbs local residents.

The ICC endeavours to provide a Hall that is clean and tidy for all users and at as reasonable a cost as we can. In order to do this, the Terms & Conditions set out above must be adhered to by all who use the Hall. Any Hirer who does not abide by them will incur, by way of the loss of all or part of their deposit, extra charges for cleaning or tidying of the Hall and grounds.

The ICC Management Committee reserve the right to change these Terms & Conditions at any time at their discretion.

We thank you for your co-operation and hope that you enjoy the use of our Village Hall.

The Village Hall is managed by a Charitable Trust and funded by income from lets and local fund raising, and we would welcome any thoughts you may have on how we may be able to improve our service or facilities. Donations welcome.

CONTACT DETAILS:

Booking Secretary - Lynne Joynes inkberrowvillagehall@outlook.com

Chair of the Committee – Dot Hunt 01386 792264 (huntidot@btinternet.com)

Treasurer – Charles Snaailham - 01386 792823 (charles.snailham@gmail.com)