

LITTLE CHALFONT PARISH COUNCIL

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LITTLE CHALFONT VILLAGE HALL - CONDITIONS OF HIRE

1. APPLICATIONS TO HIRE:

All applications for the hire of accommodation must be in writing on the form provided and forwarded on completion to the Clerk to the Little Chalfont Parish Council, (hereafter called the Council), at the above address. The person(s) by whom this application is signed shall be considered the hirer and shall be jointly and severally liable hereon with the hirer.

The hirer must nominate a responsible person, to be approved by the Council at the time of the application, not being a person under 21 years of age who shall be in charge of and present in the premises at all times.

2. SETTLEMENT AND CANCELLATION:

The hire fee shall be payable in full on invoicing prior to the event.

All charges must be paid upon issue to the hirer by the Council of an account setting out the charge payable. In the event of the cancellation of the hiring by the hirer, the hirer will be required to meet the full charges for the booking unless:

- a) the hiring is for not more than 24 hours and the cancellation is received more than 14 days before the date of the function
- b) the hiring is for more than 24 hours and the cancellation is received more than 2 months before such date.

In the event the sum of £20 or one half of the booking fee, whichever is the less, shall be charged for cancellations.

The hirer shall not sub-let the accommodation or any part thereof.

The Council reserves the right to cancel any hiring in the event of the accommodation being required for any civic function (provided in such case not less than twelve weeks notice will be given to the hirer) or for any Parliamentary or Local Government Election (provided in such case not less than six weeks notice will be given to the hirer). Any deposit paid will be returned.

3. DEPOSIT AGAINST DAMAGE OR LOSS: (Only when special conditions of hire apply)

In addition to the hire fee a deposit of £250 against damage shall be placed with the Council not less than one month prior to the event.

The cost of reinstating or replacing any part of the premises or property of the Council in or upon the premises which shall be damaged, destroyed, stolen or removed during the hiring shall be charged against the deposit. If

any loss or damage in excess of £250 shall occur the balance will be invoiced to the hirer and will be payable on demand.

If no damage arises or is less than £250 the deposit or the balance will be refunded within one week of the event.

4. RESPONSIBILITY FOR PROPERTY OF THE HIRER OR THOSE ATTENDING:

Neither the Council nor their employees will undertake any responsibilities for goods, materials and clothing or other articles brought into the premises and the hirer shall indemnify the Council against any claims in respect of loss or damage to any such articles.

Property of the hirer and other property not belonging to the Council must be removed by the end of the hire period. The Council accepts no responsibility for any property left on the accommodation after the hiring.

In the case of Bazaars, Jumble Sales, and any other occasions when property is brought into the accommodation for sale, all property remaining unsold at the termination of the hiring will be considered to be the property of the hirer for the purposes of this condition.

Any such material left in the hall, car park or ground adjacent will be cleared away to the County Refuse Depot and a charge made to the hirer for labour and transport.

5. RESPONSIBILITY OF HIRERS FOR DAMAGE TO PROPERTY OR INJURY:

No servant of the Council will be available to assist at the function, the organisation and control of which will be entirely the responsibility of the hirer. The Council shall not be responsible for loss or damage to any property arising from the hiring or the use of the accommodation by the hirer or the persons attending the function (whether it be to property of the Council or of the hirer or of a person or persons visiting the accommodation during the hiring) nor for any injury which may be incurred by or be done or happen to any person or persons visiting the property during the hiring arising from any cause whatsoever (other than some latent defect in the premises).

The hirer will indemnify the Council against any claims or demands which may arise out of the hiring which may be made by any person or persons visiting the accommodation during the hiring in respect of any such loss, damage or injury aforesaid.

6. RESTRICTION ON FIXINGS:

No bolts, nails, tacks or other like objects shall be driven into any part of the accommodation nor shall any placards or articles be fixed thereto by any means whatever (including adhesives and adhesive tape).

No flags, emblems or other decorations shall be displayed outside any part of the accommodation without the previous consent of the Council and then only on the positions agreed by the Council. The hirer shall remove any flags, emblems or other decoration displayed inside the accommodations, if in the opinion of the Clerk of the Council or other agent of the Council, it shall be unseemly or expose the accommodation to an undue risk of fire.

7. RESPONSIBILITY FOR CLEANLINESS:

The hirer shall at the expiration of the period of hiring, leave the premises in a clean and tidy state and shall remove all stains from the floors.

8. RIGHTS OF COUNCIL OFFICERS:

The right of entry to the accommodation is reserved to the Clerk of the Council and any other agent of the Council and any police officer at any time during the hiring.

The hirer shall be responsible that good order is kept in the accommodation during the hiring but the Council may, if it thinks fit, charge the hirer for any extra expense it may incur for engaging police constables to preserve order prior to, or after any entertainment or meeting at the accommodation.

The Council reserves the right to put a stop to any entertainment or meeting not properly conducted.

9. SECURITY AND CONTROL:

The hirer must nominate a responsible person, to be approved by the Council at the time of the application, not being a person under 21 years of age who shall be in charge of and present in the premises at all times. The nominated person shall be responsible for:

- 1) the proper control and good order of the event and premises.
- 2) the safe evacuation of the premises in the event of emergency.
- 3) ensuring that all escape routes including exit doors are fully available.
- 4) The person nominated shall not permit conduct on the premises that is likely to cause disorder or a breach of the peace or drug misuse. In particular he/she shall ensure that none of the following shall take place:
 - (i) indecent behaviour, including sexual intercourse;
 - (ii) the offer of any sexual or other indecent service for reward;
 - (iii) acts of violence against the person or property and/or the attempt or threat of such acts;
 - (iv) unlawful possession and/or supply of drugs controlled by the Misuse of Drugs Act 1971.

The hirer shall be responsible for ensuring the premises are secure, all doors and windows are locked, electrical sockets and lights are switched off and water taps turned off when vacating the premises.

10. DISCLAIMER:

The Council shall not be liable for any loss to the hirer resulting from interruption or cancellation of the hiring by the Council due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or Act of God which may cause the property to be temporarily closed or the hiring to be interrupted or cancelled.

11. STAGE PLAYS AND COPYRIGHT PROTECTION:

The hall is licensed for the performance of plays.

No copyright dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the Council before the commencement of the hiring. The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring. If in doubt, the hirer may obtain an Occasional Licence from the Performing Rights Society Ltd., 29/33 Berners Street, London, W1P 4AA.

A Phonographic Performance Limited licence is required prior to playing of recorded music, at public events. Details are available at www.ppluk.com or 0207 543 1030, 1 Upper James Street, London W1F 9DE.

12. EVENING PARTIES. MUSIC AND DANCING:

The Hall is licensed for Public Entertainment and events requiring such a licence are permitted.

13. HALL CAPACITY:

Maximum Capacity for Little Chalfont Village Hall		
No Furniture	Set with Tables and Chairs	Close Seated
160	112*	With stage — 84 No stage — 112
* The maximum set with tables and chairs may be considered too high for most hirers comfort. To allow reasonable circulation the Council recommends 90.		

14. ALCOHOLIC DRINKS:

No excisable liquor shall be sold unless an Occasional Licence for the accommodation shall be in force at such time and the hirer shall produce such licence to the Council as required before the commencement of the hiring.

15. PROVISION OF FOOD AND DRINK:

The Food Safety Act 1990 and related regulations apply to hirers who provide food and drink on the premises. It is the responsibility of every hirer to ensure that such activity satisfies those requirements.

The Council ensures that the building and fixtures comply by providing adequate sinks, wash basins, toilets and waste receptacles in the kitchen areas.

Advice about the regulations as they apply to hirers is available from the Environmental Health Department of Chiltern District Council - Tel: 01494 729000.

16. SAFETY:

Hirers must acquaint themselves with and observe the fire regulations displayed in the hall.

All scenery and costumes used for stage performances or the like must be fireproofed.

No exits may be locked or obstructed, nor chairs or obstructions placed in corridors or fire appliances removed or tampered with.

No additional lights or extensions from the existing electric light fittings shall be used without the previous consent of the Council.

Whilst a first aid kit is normally available, located in the kitchen, the contents cannot be guaranteed and the hirer is advised to provide his/her own first-aid kit. Accidents must be reported in the book provided in the kitchen.

The seating and dancing capacity of the accommodation given in (13) above is the maximum allowed by the Council or licensing authority and the hirer must ensure that these limits will not be exceeded.

All electrical equipment brought onto the premises shall be approved and tested for serviceability by an appropriate body prior to use.

Janet Mason

Clerk to the Council

April 2008