**TERMS AND CONDITIONS OF HIRE**

1. **GENERAL CONDITIONS**
2. All applications for the hire of the hall or committee rooms must be in writing via our online booking system or the booking form and forwarded on completion to the Letting Secretary.
3. The person by whom this application form is signed shall be considered to be the Hirer and will be held personally responsible for the hire and for compliance with these Terms and Conditions.
4. All Hirers or their Representative must be aged 18 or over.
5. Where a promoting organisation is named, that organisation shall be deemed to be the hirer and shall jointly and severally be liable herein with the person who signed the booking form.
6. TheManagement Committee will not reserve a specific date for a Hirer under any circumstances until such times as both the booking form is completed AND the deposit has been received. If the Balance of the amount due is not paid within the due time, the Management Committee reserve the right to cancel the booking and withhold any deposit(s) paid.
7. The hire of the hall/committee rooms does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the hall is hired unless prior arrangements have been made with the Letting Secretary.
8. The premises shall not be used for any purpose other than that stated on the booking form.
9. The Hirer shall not sublet the hall or any part thereof except with the permission of the Management Committee.
10. **SALE OF ALCOHOL**: Where alcohol is provided by selling (such as a pay bar), included in the price of a ticket or by asking for a donation, then an alcohol licence (**TEMPORARY EVENT NOTICE (TEN)**) must be applied for from Buckinghamshire Council licencing. The person applying for this licence must be on site for the duration of the event. A notice specifying that the TEN is in the custody of a nominated person must be prominently displayed at the premises showing the person’s name and position .
11. **No illegal drugs** or substances referred to as ‘legal highs’ are allowed on the premises. The Police will be informed in all instances should there be cause for concern.
12. **No aerosol cans**, unless for legitimate purposes e.g. deodorant, air freshener, are to be brought onto the premises.
13. **Smoking / Vaping** is NOT permitted in any part of the building at any time.
14. **No copyrighted, dramatic or musical work** shall be performed or sung without the owner’s licence, or the copyright being obtained by the Hirer who shall indemnify the Management Committee against any infringement of copyright which may occur during the hiring.
15. **Any advertising or announcements** which contravene the conditions of hire may result in the forfeit of deposit and cancellation of the event.
16. The Owner of the premises and the Management Committee shall not be responsible for: -
* Any loss, damage or injury which may be incurred by, or be done/happen to any person or persons on the premises during the hiring arising from any cause whatsoever
* for any loss or damage to any property arising out of the hiring
* any loss due to any breakdown of machinery, failure of supply of electricity
* leakage of water
* fire
* government restriction or
* act of God

that may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the owner against any claim which may arise out of the hiring, or which may be made by any person resorting to the premises during the hiring in respect of any such loss, damage or injury.

1. The caretaker, or any other employee or agent of the Management Committee, who is in attendance during the whole or part of the period of hiring and who performs any service for the hirer, whether or not in relation to anything mentioned in the conditions, shall be deemed to have acted on behalf of the Hirer as if temporarily in his employment.
2. The Management Committee or any person acting as their agent reserves the right to stop any entertainment, function or meeting which is not being conducted properly.
3. **TV Licensing.** The Village Hall has no TV Licence. You are responsible for organising your own TV licence.
4. **Health and Hygiene**: The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
5. **Sale of Goods**: The Hirer shall, if selling goods in the Village Hall, 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.
6. **ANIMALS**: The hirer shall ensure that no animals – except Service animals– are brought into the building
7. **NOISE MONITORING AND CONTROL**:
* The Hirer will advise any provider of music/sound that amplifying equipment MUST be plugged into the sockets on the STAGE ONLY so that it is controlled by the NOISE LIMITING EQUIPMENT. All music must cease at 11.30 pm (10.00 pm on Sundays)
* Any music – live or otherwise or commentary during regulated entertainment must not be played at a level where it can be heard beyond the perimeter of the premises.
* All windows and doors to the licenced premises must remain CLOSED for the duration of any Regulated Entertainment involving music and /or amplified voice (except in an emergency) save for use to gain access to and from the premises.
* Guests must leave in a **quiet and orderly manner** at the end of the function and must have left the premises **by 11.45 pm latest**. Any persons remaining to clear up must leave as quietly as possible.
1. **SAFETY:**
2. **FIRE SAFETY**
* All fire exits to the premises AND routes to them **must be** **kept clear from obstruction at all times.**

No chairs or obstructions may be placed in corridors that lead to fire exits.

* Internal Fire doors must remain closed when not in use and must NOT be propped or left open or obstructed.
* **NO** additional cooking equipment must be brought onto the premises.
* The use of candles or other naked flames is strictly prohibited.
* ALL equipment/electrical appliances brought onto the premises must be safe and any problems /accidents arising from the use of such equipment will be entirely the responsibility of the hirer.
* The Hirer must ensure that any third party engaged for the event complies with all current and relevant regulations.
* The Hirer should nominate a competent person to take charge in case of fire to ensure that all persons at the Hall can escape unimpeded through the fire exits and assemble at the dedicated Assembly Point. Fire escape and Assembly Point notices are displayed throughout the building.
* Improper operation of the Fire Alarm or extinguishers will result in loss of deposit or a charge for recompense.
* Hirers at all times must observe the statutory fire regulations and Fire Safety Guidance which apply to the premises.

 **ii) COMPLIANCE WITH THE CHILDREN ACT OF 1989, 2004 AND SAFEGUARDING**

* **All** children are to be always kept under full adult supervision.
* **Safeguarding children, young people, and adults at risk**: The Hirer 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.
1. **ACCIDENTS AND DANGEROUS OCCURRENCES**

 The Hirer must report all accidents involving injury by completing the relevant section if the Village Hall’s

 Accident Book and reporting the incident to the Management Committee as soon as possible.

Any failure of or damage to equipment, fixtures and fittings belonging to the Village Hall must be reported as soon as possible.

1. **PARKING**

Cars must NOT be driven onto or parked onto the grass areas in front of the Village Hall. All guests should use the car park at the rear of the hall. Parking is at the owner’s risk.

**j) INSURANCE**

The Village Hall is insured against any claims arising out of its own negligence and its public liability cover extends to cover non-profit making, private events. Events open to the public will require insurance and a copy must be provided to the Hall at least 48 hours before the event.

1. **WIFI SERVICES.**

WiFi is provided “as seen”. Whilst we endeavour to provide a good connection, we cannot guarantee it, nor can we guarantee connection speeds. Hirers are responsible for any content they, or their party/users’ access.

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 of 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.

 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:

1. if you use any equipment which is defective or illegal.
2. if you cause any technical or other problems to our WiFi service.
3. if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service.
4. if you resell access to our WiFi service.
5. if you use our WiFi service in contravention of the terms of these Standard Conditions
6. **CAPACITY:**

The following seating capacities are the maximum allowed by the local authority and the hirer undertakes that these limits will not be exceeded. Please contact the Booking Secretary for more information.

SEATING DANCING

MAIN HALL 160 199

COPPINS ROOM 30 30

GARIBALDI ROOM 30 30

HUNTSMOOR ROOM 20 20

1. **PAYMENT**

The Hirer must pay the relevant deposit at the time of booking to secure the hall for the date of their choice.

* A deposit is to be paid at the time of booking or full cost of the hire (whichever is smallest).
* The balance must be paid 30 days prior to the event or at the time of booking if less than 30 days.
* A refundable damage and security deposit will be required for most events to ensure compliance with booking conditions and will be retained towards any damage to or loss by the hall that occurs during the event. The Management Committee may seek full compensation for any loss or damage. The refund where due will be sent within 7 days following the date of the function.
* The preferred method of payment is bank transfer direct to the hall’s bank account. Payment can be made by cash/cheque. Cheques cannot be used for an event taking place in under 14 days’ time. Neither credit nor debit cards are accepted.
1. **CANCELLATION OF BOOKING – OCCASIONAL HIRES**
2. Hirers cancelling within 30 days will forfeit their deposit unless the event is postponed and then re-booked by that hirer.
3. The Management Committee reserves the right to cancel any bookings at short notice and the Management Committee are not responsible for any loss or inconvenience caused to the hirer by such cancellation. The booking fee paid will be refunded in full.

Though the right thus reserved to the Management Committee is absolute, it is to be understood that the right will not be exercised except in circumstances of emergency beyond the Managements Committee’s control.

If the Balance of payment is not paid by the due date, the Management Committee reserves the right to cancel the booking.

1. **HIRER’S RESPONSIBILITIES**
2. The Hirer undertakes to ensure he understands the Hall Conditions of Hire and Policies published on the website for the time being in force.
3. The Hirer shall be solely and personally responsible to the Management Committee for the following matters and must observe the conditions laid out in item 1.
4. Arriving at the hall on time for the commencement of the hire, as agreed on the booking form.
5. The conduct of all persons coming into or using the premises in connection with the hire.
6. For not allowing any nuisance to be caused to other users of the community centre either by excessive noise or irresponsible behaviour.
7. That no unlicenced gambling, gaming or wagering takes place on the premises.
8. That no riotous, unlawful, disorderly or unseemly conduct or activity takes place on the premises.
9. That no damage, breakage or loss occurs to the premises or to any furniture, fittings or equipment belonging to or in the care of the owners of the premises.
10. That he or she or a representative (must be over the age of 18) of the hiring body be in charge of and present in the premises for the purpose of ensuring that the conditions of the **Premises Licence** are properly observed during the period of the hire when members of the public are on the premises, including third party suppliers.

The conditions of the said Premises Licence are displayed on the notice board at the Club entrance and on the Village Hall website. These conditions of hire are displayed in the main foyer entrance and are also available on the website.

1. **No bolts, tacks, screws, bits, pins, sticky tape** or other like objects shall be driven into any part of the premises including the stage nor any placards or other articles be fixed thereto. Nor shall any blu tac or similar substance be used to affix notices etc, to the brickwork or plasterwork of the premises. Where supplied the notice boards must be used.
2. **No flags, banners, emblems** or other decorations shall be displayed outside any part of the premises without prior consent of the Management Committee.
3. The Hirer shall remove any flag, emblems or any decoration displayed inside the premises if in the opinion of the Management Committee it is deemed unseemly or exposes the premises to undue risk of fire may lead to a possible disturbance or breach of the peace.
4. All **scenery** used for stage performances or the like must be fireproofed, as far as it is reasonable or practicable.
5. **No additional lights** or extensions from the existing light fittings shall be used without the prior consent of the Management Committee.
6. The Hirer shall ensure that **NO fireworks and Chinese lanterns** are used on the premises or car park.
7. **Bouncy Castles and Trampolines**: The Hirer shall obtain prior permission from the Booking Secretary before arranging a bouncy castle or trampoline. The equipment must be hired from a supplier how holds their own insurance to cover the condition of the equipment. Both Bouncy castles and trampolines must be supervised by a responsible employee/volunteer at all times when in use. The named Hirer must have a copy of this insurance available for the Hall or for any event attendees to view at any time.

**AT THE END OF THE HIRE**

1. The Hirer shall be responsible for leaving the hall at the end of the hire at the time agreed on the booking form. The hirer shall be the last person to leave the hall and not leave any third-party supplier on site without supervision.
2. CLEANING: At the end of the event, the hirer must ensure the following:
* the kitchen and its said equipment, the hall and all other rooms hired are to be left in a clean and tidy state.
* Ovens and fridges, microwave are empty and clean.
* Ovens, hobs, water boiler are turned off.
* All crockery, mugs and glasses cleaned and returned to cupboards.
* Toilets are left clean and tidy.
* All litter and rubbish must be taken away or placed in the proper dustbins or receptacles provided for the purpose.
* All windows and doors are closed.
1. In the event of any failure of the hirer to discharge his responsibilities under these Terms and Conditions the hirer shall solely and personally be responsible to the Management Committee for any damage, breakage or loss and for recouping any expenses incurred by the Management Committee in reinstatement, replacement, cleaning or otherwise as a result of the hirers said failure.
2. Property of the hirer and the hirer’s agents must be removed at the end of the hiring or fees will be charged for each day or part of a day until the same is removed. The owner of the premises accepts no responsibility for any property left on the premises after hiring.
3. The hirer shall be responsible for not allowing any nuisance to be caused to other users of the Village Hall and its neighbours either by excessive noise or irresponsible behaviour and must leave the premises quietly.
4. **IVER VILLAGE HALL DATA PROTECTION POLICY**

We view personal data security as very important. The Village Hall website is primarily a source of information for Hall Users. The site can be used by anyone to view details of the hall and the contact details of the Booking Secretary.

All held data is treated as highly confidential and never passed on to anyone outside of those authorised to handle it.

When anyone books the Hall, information provided by the Hirer includes, Name, Address, Telephone No, email address, (or someone acting on their behalf) to complete the booking. Therefore, processing of the personal data is necessary for the performance of the Contract with Iver Village Hall. We consider the lawful grounds for processing this data under the Data Protection Regulations to be that Iver Village Hall is entering a Contract with the individual (in this case the Hirer). Other notes placed on the Booking may include price confirmation or specific instructions.

Certain Data is retained for 6 years for accounts purposes in compliance with the Charities Commission from the date of the actual hiring (not the date the booking was made). Once 6 years has been reached, the data is discarded

Data retention is regularly reviewed and when no longer required personal data will be deleted permanently from the village hall information systems.

All data protection issues are currently dealt with by the secretary and treasurer to meet with GDPR requirements.

You can complain directly to the Supervisory Authority – The Information Commissioners Office.
Their address is Wycliffe House, Water Lane, WILMSLOW, Cheshire, SK9 5AF; Tel: 03031231113
(local rate) or 01625 545745 (national number).

**The Management Committee reserves the right to terminate a booking with immediate effect should any of the above terms and conditions be breached.**

**The Management Committee reserves the right to alter these Terms and Conditions at any time. A copy will be available on the Village Hall website.**