

Bovingdon Parish Council

Parish Council Office
Memorial Hall
High Street
Bovingdon
Herts HP3 0HJ

Tel: 01442 833036

Email : office@bovingdonparishcouncil.gov.uk

ORGANISERS DETAILS

Name _____ Address _____
Telephone Number _____
Email Address _____

BOOKING DETAILS

Date of Event _____ Number of People Expected _____
Title of Event _____ Start _____ Finish _____
Alcohol to be sold YES / NO (If Yes please refer to Section 11 of Conditions of Hire)
Areas of be hired MAIN HALL / CLUBROOM / ALL (delete as applicable)

Bookings are confirmed on receipt of a completed 'booking form' and deposit.
Hirers are reminded that any payment for the period of hire must be paid 14 days in advance of booking.

DETAILS ANY OTHER LICENCES

Please refer to relevant sections in Conditions of Hire document

Alcohol licence YES / N/A (We are required to inspect alcohol licence if a bar is to be held on the premises)
(Section 11.3)

Name of Person running the bar _____

Seating Plan Supplied YES/ N/A
(Section 4.3 – Appendix B)

In the event of an emergency, a key holder member of the Parish Council should be contacted. A contact list is located on the noticeboard at the front of the Hall.

PAYMENT DETAILS

Deposit £ _____ CASH/CHEQUE Number _____ Receipt required Date Received _____
Hire £ _____ CASH/CHEQUE Number _____ Receipt required Date Received _____
Total £ _____

DEPOSIT REFUNDED

Full or Partial Refund (by cheque) £ _____
(delete as applicable)

Parish Clerk Signature

Reason for partial refund

Date

As The Hirer I have read, understand and accept the Conditions of Hire (including Fire - Section 6, with particular reference to 6.9.1, Section 7 Property /Equipment (with particular reference to 7.4), Section 15 Data Protection, Appendix A and Appendix B (delete if applicable)) and the Safe-guarding policy for Children, Young People and Vulnerable Adults.

Tick box before signing

Signature of Hall Hirer

Date

Bovingdon Parish Council

MEMORIAL HALL – BOVINGDON - CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following the Parish Office should be consulted.

1. **APPLICATION**

- 1.1 All applicants must be over the age of 18 years and proof of identity/age may be required.
- 1.2 The Parish Council reserves the right to refuse any application for hire in whole or in part without giving any reason.
- 1.3 All bookings made in respect of the facilities are subject to the times stated on the booking form. Hirers must ensure that the facilities are vacated at the appropriate time.
- 1.4 All Hirers shall state the purpose of hire. The Hirer shall not sub-let the premises or allow the premises to be used for any purpose other than the stated purpose. The Hirer will not endanger the premises or render invalid any insurance policies in respect thereof. If the facilities, or any part thereof, is used for purposes different from that stated the Parish Council reserves the right to terminate the booking at any time without the Parish Council being liable to The Hirer for costs incurred.
- 1.5 All Hirers must state the specific area(s) within the facility required. No other areas of the facility will be available as part of the booking.
- 1.6 No application for hire will be accepted while any accounts for payment by The Hirer to the Parish Council remain outstanding.
- 1.7 Each hiring must not exceed the maximum number of persons allowed at any one time - Clubroom 30, Main Hall 130, Total maximum number of persons = 160. Failure to comply may result in the termination of the booking at any time without the Parish Council being liable for any costs.
- 1.8 The Hirer undertakes to arrange for the collection of the appropriate keys from the Parish Clerk during normal office hours. The Parish Council will not accept any liability for losses or costs incurred by a Hirer, or any other persons, who fail to collect the said keys at the agreed time.

2. **BOOKING, PAYMENT, CANCELLATION**

BOOKING, PAYMENT

- 2.1 Bookings will be confirmed on receipt of a completed booking form and payment.
- 2.2 Advance bookings of a continual/repetitive nature are accepted solely on the condition that should the facilities be required for "other individual events", these could take priority on up to six separate occasions in any one calendar year.
- 2.3 To secure the booking a deposit MUST be made be paid within 7 days. Where alcohol is available a deposit of £250 is required and £100 for all other occasions. (see 11.3 for details regarding the sale of alcohol)
The Hall hire payment MUST be made during office hours a minimum of 14 days in advance of the booking.
Payment can be made by cheque payable to Bovingdon Parish Council. If payment is in cash it must be paid in person to the Parish Council Office during office hours and if requested a receipt will be issued at that time.
- 2.4 The Parish Council will do all it can to have repairs to the facilities carried out when they are not booked. It may be necessary on occasions to allow workmen admittance to carry out urgent repairs and the Parish Council reserves this right.

CANCELLATION

- 2.5 The Parish Council reserves the right to cancel any booking of the facilities when required for a Public Service or an event outside of the Parish Council's control.
- 2.6 The Parish Council reserves the right to cancel a booking without being liable for compensation in the event of facilities being required for the purposes deemed necessary by the Parish Council (see 2.2, 2.5).
- 2.7 The Parish Council in writing will give a minimum of 4 weeks' notice of any booking cancellation, unless it is an event outside of the Council's control.
- 2.8 If the Parish Council cancels a booking then The Hirer shall be entitled to a refund of any deposit or rental already paid.
- 2.9 If The Hirer cancels a booking within 4 weeks of the agreed date and the Parish Council are unable to secure a replacement booking, the repayment of the fee shall be at the discretion of the Parish Council.

DEPOSIT

- 2.10 Providing the premises are left in an acceptable condition after the hall hire has ended the deposit is refundable.
- 2.11 The Parish Council reserves the right to bill additional charges to the hirer, for any damage or if the premises are not left in an acceptable condition after the hall hire has ended (see 9). These costs will be deducted from the deposit.
- 2.12 Where a full deposit is not refunded and admin charge minimum of £15 will be levied.

3. **USE OF THE PREMISES**

- 3.1 The Hirer shall ensure that the facilities are properly cared for and that the event is conducted in a decent and orderly manner.
- 3.2 The Hirer shall ensure that the minimum of noise is made on arrival and departure.
- 3.3 The Hirer shall ensure that music provided at the facilities will not cause a nuisance to nearby residents and any form of amplification must be so controlled by The Hirer as to prevent such a nuisance.

- 3.4 The Hirer or persons nominated by The Hirer (aged over 18) must be in charge of, and present at all times when the public are in the facilities. The person in charge must not be engaged on any duties, which will prevent them from exercising general supervision.
- 3.5 The Hirer or person/s in charge of the facilities must ensure that sufficient adequately trained attendants are on duty the whole time members of the public are in the facilities. Attendants present must be familiar with all exit routes and evacuation procedures. A member of the staff so instructed must remain within any stage area during the whole time the public is in the facilities and the stage is in use.

4. PUBLIC PERFORMANCES

- 4.1 Unless agreed by the Parish Council in writing there shall be provided the following attendants
- 4.1.1 A minimum of two attendants, who must not be engaged in any other duties that may hinder their responsibilities in the event of an emergency.
- 4.1.2 For events wholly or mainly organised for children under the age of sixteen years – one attendant for every 100 children, plus one attendant at every exit from the Main Hall.
- 4.1.3 Attendants must not be engaged in any duties which involve serving customers using trays or similar equipment during period of subdued lighting.
- 4.1.4 All attendants must have attained the age of sixteen years of age and must be easily identifiable.
- 4.2 Temporary dressing rooms must not be provided except with the consent of the Parish Council. Dressing rooms shall not be left unattended while the facilities are open to the public.
- 4.3 Prior to the facilities being used for purposes requiring a seated audience, a seating plan must be prepared for the approval of the Parish Council. On receiving approval, the plan must be kept in the facilities and produced for inspection when required and a copy deposited with the Parish Clerk.

5. LOSS, INJURY OR DAMAGE

- 5.1 The Hirer is responsible for any loss or damage to the building, fixtures, fittings, content and décor during the booking, for the behaviour of all persons using the premises and for securing the building (windows and doors) properly after the booking.
- 5.2 The Hirer is advised that the Parish Council can accept no responsibility in respect of loss or theft of articles from the facilities during the booking or any articles left on the facilities at any time.
- 5.3 The Parish Council accepts no responsibility for any loss or damage, including personal injury and death, resulting from the facilities proving to be unsuitable for The Hirers stated use.
- 5.4 The Hirer is advised to take out appropriate insurance to cover loss or damage of property, belonging to them, the Parish Council and any third party.
- 5.5 The Hirer by signing these conditions accepts full responsibility for any accidents, injury or damage that may occur in the facilities during the period of Hire, and that it should in no way reflect on the Bovingdon Parish Council or its employees.
- 5.6 Profit making organisations should have public liability insurance. The Parish Council reserves the right to inspect such insurance.

6. HEALTH AND SAFETY

FIRE

- 6.1 All emergency exits must be kept unlocked for the duration of the time, when persons are present in the facilities.
- 6.2 The Hirer has responsibility for ensuring that all gangways, doorways, stairways, exits, emergency exits and entrances are kept unobstructed at all times. The Hirer should be familiar with the fire exits within the facilities (see Appendix A).
- 6.3 If the fire alarm sounds at any time the facilities should be evacuated **immediately** by the fire exits as detailed in Appendix A. The meeting point following evacuation is at the front of the Bovingdon Library next to the Village School. The evacuation meeting point for the Pre-school ONLY is at the rear of the facilities next to the climbing frame in the playing field.

When an alarm sounds:

- (a) evacuate the building and go to the assembly point.**
- (b) do not stop to collect personal belongings and clothing**
- (c) do not re-enter the building unless instructed to do so by the fire officer**
- (d) move quickly and in an orderly manner – do not run !**
- (e) escort any visitors from the building**
- (f) do not return to the building until a fire officer gives the go-ahead.**

IMPORTANT

The primary concern is the safety of people. The building and its contents are of secondary importance.

- 6.4 No explosives, highly flammable spirits or liquid gas containers shall be brought into facilities and the use of naked lights in any part of the building is strictly prohibited.
- 6.5 Pyrotechnics, explosives or highly flammable substances must not be used, except with the written consent of the Parish Council.
- 6.6 **All types** of machines for creating smoke effects are prohibited.
In all cases where the use of chemicals and/or any noxious substance is intended, The Hirer is responsible for obtaining all necessary licences, permissions, consents at the time of booking. The Parish Council reserves the right to inspect such licences, permissions and consents.
- 6.7 The use of real flame is prohibited unless authorised in writing by the Parish Council.

- 6.8 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local magistrates' Court or otherwise.
- 6.9 The Hirer should be aware that 3 break glass units for keys are sited in the facilities for use in emergency
- 6.9.1 Break glass key box 1 is located on the rear passageway fire escape door. In the event of an emergency the hirer MUST break glass on the key box and remove the compound gate keys which can then be used to open the compound gates to reach safety beyond the compound.**
- 6.9.2 Break glass key box 2 is located in the main entrance hall, to access the fire system.
- 6.9.3 Break glass key box 3 is located in the main entrance hall to access the disabled toilet.
- These keys should only be accessed in an emergency, if the glass is broken at any other time the "hirer" will be responsible for the cost of replacement.

HEALTH AND HYGIENE

- 6.10 In the event of an accident or incident within the premises The Hirer must report the incident within 24 hours to the Parish Clerk and an accident/incident report form must be completed and returned as specified on the form. If a member of the Parish Council staff is unavailable, then a member of the Parish Council should be informed. A contact list is located on the outside notice board at the front of the hall.
- 6.11 First aid boxes are located in the Clubroom, Kitchen and Main Hall. If any contents are used please inform the Parish Clerk so that they can be replaced (see Appendix A for location).
- 6.12 The Hirer is required to ensure compliance with the Food Safety Act 1990 as amended and all relevant food health and hygiene legislation and regulations.
- 6.13 In the event of any Health, Safety, Evacuation needs – there will be no restriction whatsoever to any part of the facility, for any person/s lawfully on the premises.

HAZARDS

- 6.14 The Hirer is responsible for maintaining any assigned storage, it should be easily accessible by the Parish Clerk and a key lodged in the Parish Office. **Items should be stored in line with Health and Safety guidelines.**
- 6.15 The Hirer has responsibility for ensuring that there are no trailing wires crossing accessible floor areas. Cable protectors are stored in the main chair store and tall cupboard in the Clubroom.
- 6.16 The Hirer has responsibility for ensuring that all main electrical equipment brought into the facilities for use has been PAT tested as per current guidelines. The Hirer will be liable for any damage or any costs incurred caused by said equipment.

PROPERTY/EQUIPMENT

- 7.1 The children's play equipment in the rear garden and children's tables and chairs in the main store area is the property of the Pre-school. If this equipment is used it is at the Hirer's risk and the responsibility of the Hirer to inform users. The Parish Council has no responsibility in the event of an issue
- 7.2 All additional fittings, decorations or scenery of any kind provided by the Hirer shall be subject to the approval of the Parish Council before being fitted and must be removed, if required, on the orders of the Parish Council. Failure to remove items as required will result in the Parish Council making arrangements to remove the same at the Hirer's expense.
- 7.3 All other property brought into the facilities by hirers must be removed at the end of the booking unless otherwise authorised by Parish Council. Failure to comply with this condition will result in hire charges being extended to cover items involved and or any costs incurred relating to their removal.
- 7.4 Bouncy Castles and Inflatables
- Where inflatable equipment is hired in**
- a) It is the responsibility of the Hirer to ensure safeguarding is in place and that the supplier has Public and Products Liability insurance. It would also be prudent for the Hirer to obtain written details of such insurance including the policy number, insurer and the limit of liability.
- b) The Parish Council has no responsibility in the event of an issue

NOTICE/DISPLAY BOARDS

- 8.1 The use of community facility notice/display boards is prohibited unless by prior arrangement with the Parish Council.
- 8.2 No posters, boards, placards, logos, fittings, banners, signs or advertisements or other display materials shall be affixed to any internal or external doors, walls and windows or elsewhere in the facilities without prior consent from the Parish Council.

STATE OF PREMISES

- 9.1 The Premises should be left clean and tidy, in the same layout and condition as found. Rubbish removed (if applicable), windows and doors shut and locked (as appropriate); lights turned out and heating controls turned down to below 15°C. Failure to comply may result in additional charges being applied or in the forfeiture of your deposit.
- 9.2 The Hirer is responsible for arranging the furniture as required and replacing it to the correct storage after use. Please use the appropriate trolleys provided for moving the tables and stacking chairs.
- 9.3 The Hirer should report any faults or damage found to the building and equipment on the Hall Users Fault Reporting Sheets, which can be found in the leaflet holder to the left of the Parish Office.

SMOKING

- 10.1 The Parish Council operates a no smoking policy in all parts of the facilities and garden area, including the use of e-cigarettes or smoking aids. As from 1 July 2007 smoking has been banned in all public buildings.

10.2 The Hirer shall ensure that anyone wishing to smoke does so outside at the front of The Memorial Hall and disposes of cigarette ends, matches etc, in a tidy and responsible manner, so as not to cause a fire or health hazard.

11. **LEGALITIES**

PERFORMING RIGHTS SOCIETY/PHONOGRAPHIC PERFORMANCES LTD

11.1 The Hirer must comply with all the Performing Rights Society regulations and supply the relevant information relating to this as requested by the Parish Council.

11.2 The Hirer will obtain any necessary licences from the Phonographic Performances Ltd in respect of use of sound recordings and indemnify the Council against any breach of copyright during the booking.

LICENSING LAWS

11.3 All requests for permission to SELL alcoholic liquor during a booking must be notified at the same time as the booking, to ensure that the 15 day allocation has not been exhausted. Under the Licensing Act 2003 only 12 Temporary Event Notices' (TEN) totalling 15 days maximum, can be granted for a given premises in any one year. An event can be up to 4 days in duration.

11.4 If alcohol is to be SOLD then the Hirer must obtain a "Temporary Event Notice (TEN)" from the appropriate authorities (Dacorum Borough Council) a minimum of 10 days before the event and a copy given to the Parish Clerk when the deposit is paid.

11.5 The Hirer will comply with the current licensing laws in every respect in relation to the booking, ensuring that nothing is done on or in relation to the facilities in contravention of the law relating to gaming, betting and lotteries.

11.6 The Parish Council reserves the right at any time to withdraw permission for a bar and to lay down any further conditions.

11.7 Only the Kitchen or Clubroom areas may be used as a bar.

11.8 The Hirer shall ensure that all performances and all live or amplified music cease by 11pm to comply with premises licence regulations. The facilities must be vacated by midnight.

CHILDREN

11.9 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children's Act 1989 as amended and that only authorised persons have access to the children unless the event is run under parental control.

12. **AMENDMENTS TO CONDITIONS**

12.1 The Parish Council reserves the right to add, alter or amend these conditions of let at any time.

13. **SPECIALIST/SPORT/COACHING BOOKINGS**

13.1 All bookings of a coaching/teaching nature are approved on the understanding that the appropriate licences and/or qualifications from the recognised sport or coaching body or association are in place. The Parish Council reserves the right to inspect such qualifications.

13.2 When sporting activities are being conducted appropriate footwear must be worn.

14. **GENERAL**

14.1 For the purpose of these conditions the "Parish Council" shall include any Member of the Council or Staff. The term "hirer" shall mean an individual hirer or, where The Hirer is an organisation, the authorised representative. The "hirer" remains accountable for any person expressly authorised by the "hirer" to enter or use the facilities. The term "facilities" shall include all areas within the Memorial Hall site administered by the Parish Council.

14.2 The Parish Council reserves the right on behalf of any Member of the Council or its staff to inspect the facilities during any period of letting and to have access to all parts of the facilities at all times.

14.3 Advice and instructions of the Parish Council must be strictly adhered to at all times during the booking.

14.4 The Parish Council or persons authorised by the Council shall have the right to suspend or take action at their discretion on any matter which, in the opinion of the Council's officers, does not comply with the terms of these conditions, or which is considered necessary in the interests of safety and good order or to deal with any contingency not covered by these Conditions of Hire.

14.5 Unless notified in writing the Parish Council does not offer a set up time prior to the hours of hire.

15. **DATA PROTECTION FOR MEMORIAL HALL BOOKINGS**

Bovingdon Parish Council is the Data Controller under data protection law and will use the information you provide on this form to manage the hire of the Memorial Hall. The legal basis for processing this data is to process the above contract. Our contact details for any queries is Bovingdon Parish Council, Memorial Hall, High Street, Bovingdon, Herts HP3 0HJ. We will keep your data for six years. Your information will not be shared with anyone else.

Individuals have a number of rights under data protection law, including the right to request their information. You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>

Information you provide will only be used for the stated purpose. Further information about the processing of your data can be found on our website at <http://www.bovingdonparishcouncil.gov.uk>

You can contact the Parish Council's Data Protection Officer, Paul Russell by email at paul@micrshadevsm.co.uk, or by telephone on 07772 657446.

APPENDIX B
SEATED AUDIENCE AND STAGE PRODUCTIONS

This appendix applies to any event where formal seating and/or use of the stage area are part of the event. The Hirer is required to adhere to the additional conditions herein.

1. Gangways must be so arranged as to be free and provide ready access direct to the exists and must be of an adequate width for the number of seats served, but in no case be less than 1.1 metres wide. There must be no projections which will diminish the clear width of gangway and the end seats of all rows must be so aligned as to maintain a uniform width of gangway through its length.
2. All seatways must be at least 300mm in depth measured between perpendiculars, between the back of one seat and the front of the seat immediately behind.
3. The number of seats in a row must not exceed:
 - 3.1 Seven seats where there is a gangway at one end only. Longer rows up to eleven seats may be permitted, subject to the seatway being increased 25mm for each additional seat or pair of seats over fourteen.
NOTE: Longer rows than twenty-one seats may be permitted, subject to further precautions as the Parish Council may require
4. In facilities not regularly used for a closely seated audience, all chairs must be secured together in lengths of not fewer than four seats.
5. No persons may be permitted to sit or stand in any gangway except with the permission of the parish council which will stipulate the space allowed for standing and the number of persons permitted to stand.
6. Adequate facilities must be made for the safe evacuation of wheelchair users:
 - 6.1 They must be accompanied by an able-bodied person who must remain immediately adjacent to the chair throughout the performance.
 - 6.2 Wheelchair users are required to remain within their chairs whilst in the facilities.
7. All scenery, artificial floral decoration, curtains and all fabric decoration to be used on stage or in other parts of the facilities must be made of non-flammable materials or treated with a flame retarding solution. In circumstances where it is impracticable to flameproof certain items, a person with First Aid Firefighting techniques and suitably equipped must remain in the stage area during the whole time the premises are open to the public.
8. The Hirer, where this appendix B applies, undertakes to indemnify the Parish Council against all responsibilities.