# **Bovingdon Parish Council**

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

Tel: 01442 833036 Email: <u>office@bovingdonparishcouncil.gov.uk</u> Website: www.bovingdonparishcouncil.gov.uk

ORGANISERS DI	ETAILS				
Name		Address			
Telephone Number					
Email Address					
BOOKING DETA	ILS				
Date of Event		Number of people expect	ed		
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	MAIN HALL / CLUBROOM / ALL (delete as applicable)			
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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 made 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 11.4)

Name of Person running the bar \_\_\_\_\_

Seating Plan Supplied YES/ N/A (Section 4.3)

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

PAYME	ENT DETAILS		
Deposit	£	CASH/BACS	Receipt required Date Received
Hire	£	CASH/BACS	Receipt required Date Received
Total	£		
DEPOS	IT REFUNDED	2	
Full or Partial Refund (by BACS) £ (delete as applicable)			Parish Office Signature
Reason for partial refund			Date
As The l	Hirer I have rea	d, understand and accept	he Conditions of Hire (including Section 6 – Fire with particular refer

As The Hirer I have read, understand and accept the Conditions of Hire (including Section 6 – Fire with particular reference to 6.9, 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 CONDITIONS OF HIRE**

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

For the purpose of these conditions the "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 Council. The term "Council" shall mean Bovingdon Parish Council.

#### 1. <u>APPLICATION</u>

- 1.1 All applicants must be over the age of 18 years and proof of identity/age may be required.
- 1.2 The 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 Council reserves the right to terminate the booking at any time without the 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 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 Council being liable for any costs.
- 1.8 The Hirer undertakes to arrange for the collection of the appropriate keys from the Parish Office during normal office hours. The 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.

#### <u>Accessibility</u>

We are committed to ensuring that our facilities are accessible to all individuals, including those with disabilities. The hall is equipped with accessible entrances, restrooms, and designated parking spaces to accommodate guests with mobility impairments. If you require any specific accommodations or have any questions regarding accessibility, please contact our office in advance of your event.

# 2. BOOKING, PAYMENT, CANCELLATION AND DEPOSITS

### **Booking and 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 a minimum of 14 days in advance of the booking. Payment can be made via BACS.
- 2.4 The Council will do all it can to have repairs to the facilities carried out when they are not in use. It may be necessary on occasions to allow workmen admittance to carry out urgent repairs and the Council reserves this right.

#### **Cancellation**

- 2.5 The Council reserves the right to cancel any booking of the facilities when required for a Public Service or an event outside of the Council's control.
- 2.6 The 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 Council (see 2.2, 2.5).
- 2.7 The Council will give a minimum of 4 weeks' notice of any booking cancellation in writing, unless it is an event outside of the Council's control.
- 2.8 If the Council cancels a booking, then the Hirer shall be entitled to a refund of any deposit or rental already paid.

# **Deposits**

- 2.9 Providing the premises are left in an acceptable condition after the hall hire has ended the deposit is refundable.
- 2.10 The 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.
- 2.11 Where a full deposit is not refunded an admin charge 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. <u>PUBLIC PERFORMANCES</u>

- 4.1 Unless agreed by the 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 periods 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 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 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 Office.

#### 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 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 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 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 Council or its employees.
- 5.6 Profit making organisations should have public liability insurance. The Council reserves the right to inspect such insurance.

#### 6. HEALTH AND SAFETY

#### Fire

- 6.1 All emergency exits must be kept clear 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 Primary Academy school. The evacuation meeting point for the Preschool 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 the facilities and the use of naked flames (e.g. candles) 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 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 Council reserves the right to inspect such licences, permissions and consents.
- 6.7 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.

- 6.8 The Hirer should be aware that 3 break glass units for keys are sited in the facilities for use in emergency
  - 6.8.1 Break glass key box 1 is located on the rear passageway fire escape door. In the event of an emergency the hirer <u>MUST</u> 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.
  - 6.8.2 Break glass key box 2 is located in the main entrance hall, to access the fire system.
  - 6.8.3 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

- 6.9 In the event of an accident or incident within the premises The Hirer must report the incident within 24 hours to the Parish Office and an accident/incident report form must be completed and returned as specified on the form. If a member of the Council staff is unavailable, then a member of the Council should be informed. An emergency contact list is located on the notice board outside the main entrance to the Memorial Hall.
- 6.10 First aid boxes are located in the Clubroom, Kitchen and Main Hall. If any contents are used please inform the Parish Office so that they can be replaced (see Appendix A for location).
- 6.11 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.

#### <u>Hazards</u>

- 6.12 The Hirer is responsible for maintaining any assigned storage, it should be easily accessible, and a key lodged in the Parish Office. **Items should be stored in line with Health and Safety guidelines.**
- 6.13 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.
- 6.14 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.

#### 7. **<u>PROPERTY/EQUIPMENT</u>**

- 7.1 The children's play equipment in the rear garden and children's tables and chairs in the main store area are the property of the Preschool. If this equipment is used it is at the Hirer's risk and the responsibility of the Hirer to inform users. The 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 Council before being fitted and must be removed, if required, on the orders of the Council. Failure to remove items as required will result in the 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 the 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 Council has no responsibility in the event of an issue

#### 8. NOTICE/DISPLAY BOARDS

- 8.1 The use of community facility notice/display boards is prohibited unless by prior arrangement with the 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 Council.

#### 9. 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.

#### 10. SMOKING

- 10.1 The Council operates a no smoking policy in all parts of the facilities and garden area, including the use of e-cigarettes or smoking aids. **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 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 alcohol during a booking must be notified at the same time as the booking
- 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 Office.
- 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 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 Council reserves the right to add, alter or amend these conditions 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 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 The 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.
- 14.2 Advice and instructions of the Council must be strictly adhered to at all times during the booking.
- 14.3 The 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.
- 14.4 Unless notified in writing the 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 <u>https://ico.org.uk/</u>

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 <u>http://www.bovingdonparishcouncil.gov.uk</u>

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

#### APPENDIX A

In the event of an alarm, please leave the building quickly and calmly by the nearest available exit. DO NOT Take any unnecessary risks. DO NOT Stop to pick up your belongings.

For your own safety **DO NOT** Use any of the footpaths at the side of the building.

Once outside DO NOT Re-enter the building, unless told it is safe to do so by the person in charge. Once clear of the building make your way to the MEETING POINT in front of the LIBRARY. (Pre-school to go to King George V children's play area)



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#### <u>APPENDIX B</u> 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 exits 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 seat ways 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 seat way 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 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 Council which will stipulate the space allowed for standing and the number of persons permitted to stand.
  - 5.1 Adequate facilities must be made for the safe evacuation of wheelchair users and they must be accompanied by an able-bodied person who must remain immediately adjacent to the chair throughout the performance.
- 6. 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.
- 7. The Hirer, where this appendix B applies, undertakes to indemnify the Council against all responsibilities.