

WENDOVER MEMORIAL HALL CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted.

1 SUPERVISION

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of the car parking arrangements so as to avoid obstruction of the highway. As directed by the Bookings Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2 USE OF PREMISES

The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without prior notification to the Committee and procurement of appropriate licences.

3 LICENCES

Wendover Memorial Hall doesn't hold a licence for the sale of alcohol, should your event wish to sell alcohol you will need to apply to Buckinghamshire Council (BC) for a Temporary Event Notice (TEN). Please note: A premise can only receive 15 TENs in any calendar year and they cannot be immediately adjacent to one another. The Booking Secretary will let you know if this allowance has been used up. The issuing by BC of a TEN is on a first come first served basis. The Trustees cannot be held responsible for the failure to successfully apply for a TEN and normal cancellation conditions will apply. Hirers should contact BC via their website www.buckinghamshire.gov.uk and search for 'TEN'. A copy of the TEN must be sent to the Booking Secretary before the event and the application must not be made out for any later than 11.00 pm (with the exception of New Year when it can be midnight).

If your event wishes to show a film and charge for viewing you will need to hire the film from a specific distributor who has an agreement with the film studio to permit you to do this.

Wendover Memorial Hall holds a licence with the Performing Rights Society (PRS) covering the live performance of copyright music. Hirers need to ensure they have the appropriate Phonographic Performance Limited (PPL) licences for the use of recorded music in place for the activities they are using the hall for.

4 NOISE

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Car doors banging, music and loud talk in the car park disturbs local residents.

5 CHILD AND VULNERABLE PERSONS POLICY

The Hirer shall ensure that all events involving Children and / or Vulnerable Persons have a suitable Child and Vulnerable Persons Policy in place prior to the event to ensure all relevant guidance and regulations are complied with.

Hirers can refer to the NSPCC (www.nspcc.org.uk) or Age UK (www.ageuk.org.uk) amongst others, for further details.

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.

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 PUBLIC SAFETY COMPLIANCE

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority and Local Authority as set out within the Hiring Agreement, the Conditions of Hire, the Safety instructions and any conditions of a TEN, if applicable.

8 HEALTH, HYGIENE AND SMOKING

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Wendover Memorial Hall is a non-smoking premises & smoking is strictly prohibited in all internal areas of the hall.

9 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.

10 ELECTRICAL APPLIANCE SAFETY

The Hirer must ensure that any electrical appliances brought into the premises have been PAT tested within the last 12 months and that they are used in a safe manner.

11 RISK ASSESSMENT

The Hirer shall be responsible for undertaking a Risk Assessment of their facilities, equipment & activities.

12 INDEMNITY

The Hirer shall indemnify and keep indemnified each member of the Wendover Memorial Hall management committee and Wendover Memorial Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by 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 Hall Committee to re-hire the premises to another hirer (The Wendover Memorial Hall is insured against any claims arising out of its own negligence).

13 ACCIDENTS AND DANGEROUS OCCURRENCES

The Hirer must report all accidents involving injury to the public to the Caretaker or Bookings Secretary and must complete the relevant section in the Wendover Memorial Hall's accident book. Any failure of equipment, either that belonging to the Wendover Memorial Hall or brought in by the Hirer, must also be reported as soon as possible.

14 ANIMALS

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to in advance by the Wendover Memorial Hall. No animals whatsoever are to enter the kitchen at any time.

15 COMPLIANCE WITH THE CHILDREN ACT 2023

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 2023 and that only fit and proper persons, with appropriate Disclosure & Barring Service check (DBS), have access to the children.

16 FLY POSTING

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event place at the premises, and shall indemnify and keep indemnified each member of the Wendover Memorial Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of the condition. Failure to observe this condition may lead to prosecution by the local authority.

17 SALE OF GOODS

The Hirer shall, if selling goods on the premises, 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.

18 CANCELLATION

If the Hirer wishes to cancel the booking before the date of the event and the Wendover Memorial Hall is unable to obtain a replacement booking, the question of the payment of the fees shall be at the discretion of the Wendover Memorial Hall, retaining all or part of any deposit or balance as deemed appropriate depending on notification period.

The Wendover Memorial Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye election or any other reasonable activity/demonstration that may affect the local community
- (b) The Wendover Memorial Hall 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
- (c) 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 Wendover Memorial Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever

For hirers who use the hall on a contractual basis and not for one off bookings, a cancellation notice of 4 weeks must be given to the Booking Secretary.

19 END OF HIRE

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, ensuring that the table tops are wiped clean before being stacked in the cupboard and that chairs are stacked and stowed appropriately, and that the Hall is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Wendover Memorial Hall shall be at liberty to make an additional charge. All refuse must be removed from site.

20 STORED EQUIPMENT

The Wendover Memorial Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than authorised stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee until the same is removed.

The Wendover Memorial Hall may, at its discretion:

- (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable, remove the same within 7 days after the agreed storage period has ended.
- (b) In respect of any other property brought on to the premises for the purpose of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

21 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, other than to the hooks provided, without the prior approval of the Caretaker. Any alteration, fixture or fitting or attachment so approved, shall at the discretion of the Wendover Memorial Hall, remain in the premises at the end of the hiring and become the property of the Wendover Memorial Hall or be removed by the Hirer who must make good to the satisfaction of the Wendover Memorial Hall any damage caused to the premises by such removal.

22 AUTHORISED PERSON

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present (via authorised representative, if appropriate) and for ensuring that all conditions of the Public Entertainment and other licences relating to management and supervision of the premises are met.

23 CAPACITY

The number of people on the premises shall not exceed for: Standing 150, Seated 130.

24 EMERGENCY EXIT / LIGHTING

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.

25 IN THE EVENT OF FIRE

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the representative of the management committee.

In the event of a fire, the Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called.

The exact location of the fire exits and fire extinguishers must be noted before the Hall is occupied and the manner of opening fire doors should be made know to your guests.

The Halls fire assembly point is located on the grass mound outside the hall's car park.

26 FIRE PREVENTION/SAFETY

Highly flammable substances shall not be brought into, or used in any portion of the premises. Candles are also prohibited.

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

No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the caretaker. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

27 DANGEROUS PERFORMANCES

Performances involving danger to the public shall not be given.

28 HIRING TERMS

After the times set out in the Hiring Agreement only those helping to clear up the Hall shall be in the Hall. Failure to comply with this will result in the forfeiture of the deposit.

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

The Hirer acknowledges that they have received instructions in the following matters:

- The action to be taken in the event of fire. This includes calling the fire brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.

In advance of the entertainment or play 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.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

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