



TERMS AND CONDITIONS OF HIRE			
Date	Version	Description	Prepared by
31 Mar 2020	8.0	CIO issue	John Clemow
Nov 2020	8.1	WiFi use clause 4.14 added	John Clemow
May 2023	9	Safeguarding added, minor edits	John Clemow

Definitions

CIO

The Colney Heath Village Hall, a CIO, that owns and is responsible for the management and control of the Premises.

Management

The Trustees of the Charity

Hirer

The person or organization hiring the facilities

Users

The Organiser and members or attendees of their party or organization including any agents, suppliers and contractors arranged by the Hirer

Organiser

A person being not under 18 years of age acting on their own behalf as an individual Hirer or a responsible person having the authority to act on behalf of an organization.

Booking Clerk

The person designated by the Management of the CIO to perform this role, usually the Secretary or, in their absence, their delegate.

Hire period

The booked period between the start and end of the hire and the time between entry and exit whichever is the longer.

Premises

As defined in Clause 1 below and including the external and internal areas, building fabric and services, finishes, decorations, fixtures, furnishings, furniture, equipment and contents.

The Colney Heath Village Hall was established in 1936 for the purpose of recreation and social and intellectual development for the benefit of community. The CIO promotes this purpose and Management undertakes to deal fairly and reasonably with all Hirers and Users. Hirers are expected to respect this purpose and deal with the Management in the same manner.

1 THE VILLAGE HALL PREMISES

1.1 Main Hall (including Stage and rear of stage corridor)

Standard Letting times :

morning 9am to 12.30pm

Afternoon 1pm to 5pm

Evenings 6pm to 10.30 pm Monday to Thursday

6pm to 11.30pm Friday and Saturday

Other times as formally agreed

Maximum capacity 200 people

Access to the Main hall is via the front double brown doors.

Users of the Main Hall do not have use of the Studio (unless they have also booked this room), or the unisex/disabled WC (except registered disabled users) in the lobby adjacent to the Kitchen.

Tables are accessed from the stage rear corridor and chairs from the stage.



1.2 The Studio

Standard Letting times in 2 hour minimum blocks

9am to 11 am, 11am to 1 pm, 1 pm to 3 pm 3pm to 5pm

Other times as formally agreed

Maximum capacity 30 people

Access is via the side door on the left hand side of the hall (when facing the hall from the street).

Users do not have access to, or use of, the Main Hall or the toilets accessed from the Main Hall. Users must use the unisex/disabled WC.

Tables and chairs are accessed from the stage rear corridor.

1.3 Kitchen

Available to Users of the Main Hall and the Community Room unless pre-booked for exclusive use.

1.4 Store room

Available only for regular hirers by agreement with management.

1.5 Driveway, parking area and play area

The driveway with In entrance for access only and Out for egress only.

Loading, unloading and parking outside the front of the building is not permitted as it blocks egress from the neighbouring cottages.

Parking area for Users only.

Parking is not permitted on the track behind the cottages.

Play area is restricted for the sole use by Treasure Tots, the regular hirer for child care and is not for use by other hirers.

1.6 The hire agreement does not include use of the track to the side of the Hall or the Colney Heath Common, but public access to the Common is available from the hall. The Common is a Hertfordshire Heritage site and is a Local Nature Reserve and is to be respected as such by Users of the hall.

2 THE HIRER'S BOOKING, RESPONSIBILITY TO SUPERVISE, AND TO MAKE GOOD

2.1 Booking

The Hirer shall complete the booking form and submit it to the Booking Clerk.

Acceptance of a booking constitutes only permission to use the Premises and confers no right of tenancy or other right of occupation of the Hirer.

The Premises are used as the official local polling station for elections and is the local emergency shelter. In the event that an election clashes with a booking, and alternative space is not available, or requisitioned as an emergency shelter, the booking will be deemed to be cancelled for reasons beyond Management's control and the hirer's monies paid will be refunded.

2.2 Responsibility

The Hirer accepts responsibility for being in charge of the Premises during the Hire Period and for ensuring the Terms and Conditions of Hire are met. The Hirer shall appoint an Organiser or their delegate to be responsible for the use of the Premises.

2.3 Supervision

For the Hire Period, the Hirer shall be responsible for the supervision of the use and care of the Premises, taking due care to avoid damage and compliance with the General Conditions of Use and the User Instructions.



2.4 Making good

The Hirer shall make good - or pay - for all impairment and damage including accidental damage to the Premises and including any cleaning and clearing away to generally return the Premises to its condition at the start of the Hire Period.

2.5 Insurances and indemnity

2.5.1 The Hirer shall be liable for

- a. any damage to the Premises,
- b. all claims for loss of property or injury to persons, damage and costs arising from the use of the premises and
- c. all claims made by or against the CIO and their agents for nuisance caused by the Hirer's use of the Premises

The Hirer shall indemnify the CIO and their agents against such liabilities.

2.5.2 The CIO shall hold adequate insurance for public liability by casual hirers.

Hirers that take payment for attendance that exceeds the hire cost are deemed "commercial hirers" are not covered by the CIO insurance. "Commercial" hirers shall have and provide a copy of their public liability insurance certificate which must be current for the Hire Period.

3 SECURITY DEPOSIT, BOOKING FEE AND PAYMENT

3.1 Security deposit

The Hirer shall provide a deposit, by bank transfer, cheque or cash, of £200 as security for payment of making good. Payment should be made at least 4 weeks in advance of the booked date.

Management undertakes to return the deposit within 21 calendar days of the Hire Period less the cost of any cleaning, clearing away, and making good incurred by the CIO.

3.2 Liability

The amount of the security deposit does not limit the liability of the Hirer to make good.

3.3 Booking fee

If booked in advance by more than 4 weeks of the event, the Hirer can elect to pay a booking fee which shall be 50% of the hire charge. The booking fee is not normally returnable; however Management will consider an application for the return of the booking fee for *force majeure* and other such reasonable circumstances.

3.4 Balance of Hire Charge

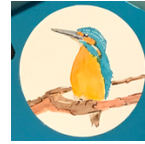
The Hirer shall pay the remaining balance 50% of the hire charge 28 calendar days prior to start of the Hire Period or, if the booking is less than 28 calendar days from the start date of the Hire Period, the full amount of the hire charge.

3.5 Cancellation

If the Hirer cancels the booking 28 calendar days before the start of the Hire Period Management shall return the monies paid less the booking fee within 21 calendar days of the cancellation. Management undertakes to consider expediting re-payment in a shorter period where the Hirer can provide reasonable proof of distress. Management will consider an application for the return of monies paid for *force majeure* and other similar circumstances.

3.5 No warranty

While Management shall use their best endeavours to make the Premises available in a reasonable condition suitable for the purpose of the booking, the CIO does not warrant this. The Hirer accepts that they shall not have the right to claim for direct or indirect costs,



compensation or damages if the Premises are not available in a reasonable condition suitable for the purpose of the booking.

GENERAL CONDITIONS OF USE (SECTIONS 4 AND 5)

4 USE OF THE PREMISES – HIRER’S DUTIES

4.1 Generally

The Hirer shall

- a. use the Premises for only legal, moral and respectable purposes and for the booked purpose,
- b. not sub-hire the Premises,
- c. not bring onto the Premises or do anything which may prejudice any insurance policies
- d. not alter the Premises unless otherwise approved; alterations shall at the discretion of Management and shall become the property of the CIO
- e. not enter the Premises before the start of booked period and shall leave on, or before, the end of the booked period.

4.2 Entrances, exits and car park

Keep the vehicle entrance and exits clear.

Vehicles must not stop or wait in front of the main entrance.

Do not block the access or egress to the lane to the rear of the cottages left of the Main Hall entrance or the car park to the right.

Ensure that dirt and mud is not brought beyond the entrance mats into the building.

When exiting drivers must take great care due to restricted vision of oncoming traffic which is known to frequently exceed the speed limit.

4.2 Licensable activities

The Hirer shall ensure the CIO holds the necessary licenses for the booked purpose including a Performing Society Right License for the use of copyright materials.

4.3 Alcohol

The Premises are not licensed for the sale of alcohol. Advise the Booking Clerk before the Hire Period if the Hirer applies and obtains for a Temporary Event Notice from the Licensing Authority.

4.4 Noise and disturbance

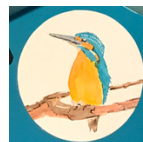
The Hirer shall ensure that, in order to avoid excessively disturbing neighbours :

- a. care is taken to minimize noise,
- b. to reduce amplified sound levels at 10.30pm, not to use amplified sound after the hire period, and
- c. disruptive or disorderly behaviour on, or in the vicinity of, the Premises, is not permitted.

4.5 **Advertisements and fly posting** on the Premises are not permitted without written approval from Management.

4.6 **Animals (except guide dogs) and birds** are not allowed on the Premises without written approval from Management.

4.7 **Kitchen equipment** is provided for general use. Contents in cupboards marked “CIO” or “Treasure Tots” are not available for use. Powered equipment and appliances are not to be used by people under 16 years old.



4.8 **Stage and store room.** For functional reasons the stage in the Main Hall does not have an edge barrier and thus presents an unavoidable risk of falling; Users need to take due care when using the stage to avoid falling. There is no access to store room.

4.9 **The external play area** must not be used.

4.10 **Hirer's items**

The Hirer shall remove all items and decorations put up; disruption and/or damage to be made good or paid for.

4.11 **Inspect at start of hire and Leave Premises clean, tidy and secure**

The Hirer shall

- a. at the start of the Hire inspect the premises for any issues of concern including cleanliness, broken or damaged items, systems that are not working properly, or risks to health and safety
and
immediately report this to one of the contacts provided - see the user instructions and on the notice board in the side lobby.
- b. leave the Premises in a clean and tidy condition that would be acceptable to the next hirer.
- c. return all items to their position found at the start of the Hire Period.
- d. complete the exit checklist copies of which may be found in a folder on the notice board in the lobby outside the kitchen.
- e. lock up the Premises and leave them secure and return the keys to the place designated by the Booking Clerk.

A charge of around £50 may be deducted from the deposit if a modest amount of cleaning and clearing away rubbish is required to make the premises ready for the next user.

Cleaning and clearing up requiring more than 2 hours may result in the Hirer forfeiting their deposit.

4.12 **Bouncy castles** and similar inflatable equipment are not permitted.

4.13 **Parties for people aged 13 to 21** Generally not permitted.

4.14 **WiFi**

The CIO does not have a TV Licence. If made available the WiFi at the premises must not be used by the Hirer or any User to watch or record live TV programmes on any channel or any device, or to download or watch BBC programmes on iPlayer. If used this is illegal and the CIO may be subject to prosecution, a fine and costs which the Hirer will be liable for.

The WiFi password must not be shared with any 3rdrd party.

5 **HEALTH AND SAFETY**

5.1 **Safety compliance**

The Hirer shall comply with all requirements by the relevant authorities and the Village Hall health and safety policy which is posted in the Village Hall and on www.colneyheathvillagehall.com . At the start of the Hire Period the Hirer shall make a risk assessment for their function, check safety measures are in place, and that no obvious hazards exist.

5.2 **Safeguarding**

Hirers who use the hall for activities which include children and adults at risk, other than for hire for private parties arranged for invited friends and family, shall provide a copy of their



Safeguarding Policy and evidence that they have carried out the necessary and relevant checks through the Disclosure and Barring Service (DBS).

Hirers comprising individuals and small groups that do not have a Safeguarding Policy, and hirers for private parties arranged for invited friends and family, are required to comply with the CHVH Safeguarding Policy published on the CHVH website.

5.3 Vehicles

Vehicles must not stop or wait in front of the main entrance.

When exiting drivers must take great care due to restricted vision of oncoming traffic which is known to frequently exceed the speed limit.

5.4 Stage in Main Hall presents an unavoidable risk of falling, users need to take due care when using the stage to avoid falling.

5.5 Heating appliances, inflammable and explosive material, and naked flames including candles and lamps in containers are not permitted within the building.

5.6 BBQs may only be used in the car park area and must be used at least 3m away from any inflammable materials. Water to extinguish any spread of flame must be easily to hand. Lit BBQs must be attended by a responsible adult at all times. Under no circumstances may a BBQ be used in any other location on or beyond the Premises.

5.7 Smoking is not permitted inside the Premises or externally within 5m of any entrance or open window of the Premises.

5.8 Kitchen and Food hygiene

If preparing, serving or selling food, the Hirer shall comply with all current statutory Food Safety Regulations. Children under the age of 16 are not permitted to use the kitchen appliances.

5.9 Electrical appliances

The Hirer shall ensure that any electrical appliances brought and used by them on the Premises are safe and in good working order, and that a residual circuit breaker is applied to any circuit used.

5.10 Danger when exiting by vehicle

When exiting drivers must take great care due to restricted vision of oncoming traffic which is known to frequently exceed the speed limit.

5.11 Incident reporting

The Hirer must report all incidents involving injuries or dangerous occurrences to Management as soon as possible.

Any instance of illness incurred by a User during or after the Hire must be reported to Management as soon as possible.

5.12 In the event of an emergency the Hirer shall call 999 for the appropriate emergency service and at the same time make direct contact with one of the nominated Management representatives listed in the health and safety policy.

End
