

The information on pages 12-18 of the Hirers' Handbook covers the conditions on which hire is made, and the restrictions placed by Local Authorities on activity in the Hall - signature to a Hiring Agreement commits the hirer to their observance. Hirers should therefore read this information carefully, and consult the Hon. Secretary if they are in any doubt as to the meaning of any items.

For the purposes of these Conditions, the term HIRER shall mean an individual Hirer or, where the Hirer is an organisation, the authorised representative.

TODDINGTON VILLAGE HALL STANDARD CONDITIONS OF HIRE

1. 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 car parking arrangements so as to avoid obstruction of the highway.
2. 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 on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without written permission.
3. THE HIRER shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Limited or otherwise, and for the observance of the same.
4. 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.
5. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
6. THE HIRER shall, if preparing, serving or selling food observe all relevant food, health and hygiene legislation and regulations
7. THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.
8. THE HIRER shall indemnify the Association for the cost of repair of any damage done to any part of the property, including the curtilage thereof or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring.
9. If THE HIRER wishes to cancel the booking before the date of the event and the Association is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Association.

10. THE HIRER shall ensure that the minimum of noise is made on arrival and departure.
11. THE HIRER shall ensure that no dogs except guide dogs are brought into the Hall.
12. At the end of the hiring, THE HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Association shall be at liberty to make an additional charge.
13. THE ASSOCIATION reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.
14. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, THE ASSOCIATION shall not be liable to THE HIRER for any resulting loss or damage whatsoever.
15. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

TODDINGTON VILLAGE HALL

SCHEDULE OF SPECIAL CONDITIONS

1. SMOKING

The Association operates a strict No Smoking policy within the confines of the Hall, and the hirer is responsible for ensuring that this policy is enforced during the period(s) of hire. People who wish to smoke are asked to do so outside the building, and it would be appreciated if they could help to preserve the tidiness of the site by extinguishing cigarettes etc. in the receptacle fixed to the wall outside the main entrance doors.

2. PAYMENT FOR THE HIRE

2.1 A hire deposit is payable on submission of the Hiring Agreement. This deposit is non-returnable, except where the hirer gives a minimum of 6 weeks notice of cancellation of the hire to the Hon. Secretary. The amount payable is as follows

- Single Hire: £20, or the full hire fee if this is less than £20
- Regular Hire: £20, or the fee for the first period of hire if this is less than £20

2.2 In addition to the hire fee a special deposit as described below is payable no less than 14 days prior to the date of the hire. This deposit, less the cost of rectifying any damage referred to in Standard Condition 8. and/or the cost of exceptional cleaning or clearing up, will be repaid to the hirer within 28 days of the termination of the period of hire. The amounts required are as follows

- £100 for block bookings (all facilities) on Fridays, Saturdays and Bank Holidays, and for commercial bookings of more than two hours duration on any day
- £50 for other single or regular bookings using all facilities or the hall only
- £20 for other single or regular bookings using the lounge only

A special deposit will not be required from the local organisations authorised by the Deed of Declaration of Trust, who are hiring the facilities for a meeting of their own members, although Standard Condition 8. will continue to apply.

2.3 The balance of the hire fee (or the full fee for each hire period in the case of regular hire) is payable no less than 14 days prior to the date of the hire, and is non-returnable if the hirer subsequently wishes to cancel the booking.

2.4 Payment by cheque is preferred to payment in cash. Cheques should be made payable to "Toddington Village Hall Association".

2.5 The Association reserves the right to cancel the Hiring Agreement if the hirer fails to observe any of the conditions relating to payment, or if any cheque or similar instrument of payment fails to be honoured by the party on which it is drawn.

3. REGULAR HIRE

In addition to the relevant items under 2. above

3.1 Regular hirers will be subject to a 2 month probationary period, following which the Association may at its discretion decide to renew or cancel the Hiring Agreement. If renewed, the hire will thereafter be subject to 2 monthly review

3.2 During any regular hire period the Association may, subject to 2 months notice to the hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Hall, to hire the Hall for a specific event.

- 3.3 In any of the circumstances described under 2. above the Association undertakes to refund to the regular hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause.
- 3.4 It follows from Condition 2.3. that regular hirers are required to give the Hon. Secretary a minimum of 2 weeks notice either of occasional cancellation, or termination of the Hiring Agreement.
- 3.5 There are no fee concessions for regular hirers.

4. HIRE PERIOD

- 4.1 The hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is responsible for making sure that the premises are not left unattended and unsecured at any time during, or at the end of, the hire period.
- 4.2 Adequate time should be allowed at the end of events to ensure that the premises may be vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use.

5. EMERGENCIES

The hirer and/or other responsible persons present should be conversant with the location of first aid and fire fighting equipment and the procedures for emergency evacuation of the premises (which are clearly displayed at several points in the Hall). Such persons should do their best to ensure a complete, safe and orderly evacuation in the event of emergency.

6. NOISE

The Grant of Planning Permission by South Bedfordshire District Council imposes conditions on the amount of noise emanating from the site, so as to limit the inconvenience to adjoining residential properties. To enable these conditions to be observed, the hirer must ensure that

- 6.1 Those attending the function keep noise on arrival and departure to a minimum.
- 6.2 Any equipment used for the playing of music or for speech amplification is connected to the special power points on the stage which are linked to the noise limiting system, and that the rules for the operation of that system (which are displayed at the side of the stage) are strictly adhered to
- 6.3 Whenever music is being played or amplification equipment is being used, all windows in the Hall are kept closed. Ventilation may be controlled by selective use of the air extraction system, instructions for the operation of which may be found at the rear of the main hall.

7. PARKING

The hirer is responsible for ensuring that

- 7.1 Vehicles are parked only in the marked bays and do not obstruct any other areas within the car park, or the main access route, and that any vehicles left overnight by those attending the function are removed no later than 12.00 noon on the following day.
- 7.2 Coaches do not enter the car park, but put down and pick up their passengers either outside the pedestrian entrance or at some other suitable point.
- 7.3 If all bays in the car park are full, people attending the event do not inconvenience residents in adjoining properties or other road users by parking on Leighton Road or in Mander Close (outside and opposite the Hall).

8. SALE OF ALCOHOL

The Hall is not permanently licensed for the sale of alcohol. If the sale or consumption of alcohol is required at an event

8.1 Individual hirers may use the services of the holder of a Justices' On-Licence by arrangement with the Association.

8.2 *Bona fide* voluntary organisations who are eligible under the Licensing (Occasional Permissions for Alcohol) Act 1983 should obtain the permission of the Association before applying for an Occasional Licence.

9. PUBLIC LIABILITY INSURANCE

The insurance held by the Association provides limited cover for personal and social users of the Hall, and the Hon. Secretary will provide details on request.

Commercial users (defined by our insurers as those who are "making a profit out of using the building") are NOT covered by the Association's policy.

10. PROMOTIONAL MATERIAL

Posters, handbills and the like which advertise future events may not be affixed by the hirer to any part of the Association's property. Arrangements may however be made with the Hon. Secretary for their display, subject to available space.

Toddington Parish Council has pointed out that their permission is required for placing notices on the Green, that "fly posting" is illegal, and that organisers will be liable for any injuries caused as a result of "A-boards" erected on pavements.

11. SUNDRY ITEMS

11.1 Users of the Hall are responsible for safeguarding their own personal effects or other property and all such items brought into the Hall shall be placed and/or used there entirely at the owner's risk.

11.2 All equipment, goods or appliances brought to the Hall for use during the period of hire shall be removed at the end of that period, unless prior arrangements to the contrary have been made with the Association.

11.3 Temporary decorations shall not be erected or fixed in any way to any part of the Association's property without the prior consent of the Association.

11.4 All refuse resulting from the hire shall be removed from the premises, placed in appropriate receptacles or dealt with as otherwise directed by the Association.

11.5 No activity shall be carried out on any part of the Association's property, which might constitute a risk either to Health & Safety or to the Hall and surrounding properties.

12. PURPOSE OF HIRE

The Association reserves the right to refuse any application for hire without stating its reasons for doing so.

13. RIGHT OF ENTRY

Members or employees of the Association, or persons authorised by them, shall have the right of free and unimpeded entry to the premises at all times.

14. CANCELLATION OR TERMINATION OF HIRE

The Association reserves the right to cancel the Hiring Agreement at any time, or to prohibit the continuance of an event, if it considers that the hirer has failed to comply with any of the Conditions of Hire, or that continuance of the event is undesirable. In such circumstances the hirer shall forfeit the whole of the fees paid for the hire, and the Association shall not be liable for any payment in respect of any actual or presumed loss of profit or for any other cause.

15. ALTERATIONS TO CONDITIONS

The Association reserves the right to make alterations to any of the Conditions of Hire from time to time and at its own discretion.

SERVING ALCOHOLIC DRINKS

SELLING ALCOHOL

Individuals are not permitted to sell alcohol at events, unless they hold a current Justices' On-Licence. Such licences are usually only issued to people who sell alcohol for a living, e.g. publicans. Some local licence holders will support events in the Hall (see the page in the Hirer's Handbook that lists Local Services, or the the webpage that covers Facilities).

Bona fide voluntary organisations may be eligible to sell alcohol on up to four occasions in any twelve month period, by virtue of the Licensing (Occasional Permissions for Alcohol) Act 1983. Application should be made well in advance to the local licensing authority.

"FREE" DRINKS

There is no restriction on the serving of alcohol to adults in the Hall, where no payment for the alcohol is made by those attending the event. The law takes both direct and indirect payment into account, and where there is any connection between payment and consumption, a Licence may be required, e.g. where free drinks are advertised but participants pay an entrance fee to the event, or donations are accepted

The use of alcoholic drinks as raffle prizes does not require a Licence.

Organisers who are in any doubt about the validity of serving free alcoholic drinks should seek advice from the Licensing Officer at Dunstable Police Station. The Officer's name and the date of the conversation should be recorded, so that an appropriate response can be made to any subsequent challenges.

PUBLIC ENTERTAINMENT

ORGANISERS OF ANY EVENT WHICH IS OPEN TO THE PUBLIC - WHETHER OR NOT AN ENTRANCE FEE IS CHARGED - MUST OBSERVE THE CONDITIONS SHOWN BELOW.

The Hall is licensed for public entertainment consisting of music and/or singing and/or dancing under the Local Government (Miscellaneous Provisions) Act 1982 and the South Bedfordshire District Licensing of (Indoor) Public Entertainment Regulations 1988. Details of the Licence, or any explanations about the requirements, may be obtained from the Hon. Secretary.

STANDARD CONDITIONS

1. The special written consent of the licensing authority is required for events
 - involving a closely seated audience, or attended wholly or mainly by children
 - involving changes of costume, scenery or properties, hypnotism or similar acts, or any risk of danger to the public, and for the erection of temporary decorations
2. Any temporary electrical installations must
 - be in accordance with British Standard 7671, not be placed near to combustible materials nor obstruct gangways or exit routes, and be removed at the end of the hire period
3. For the safety of all those present at the event
 - portable cooking or heating appliances, or those using liquefied petroleum gas or spirit, may not be used
 - barriers for checking or controlling admission may not be used, and no vehicle or other object shall be placed so as to interfere in any way with the free use of exits or exit routes
 - all gangways must be at least 1m (39") wide and remain unobstructed at all times.
 - the number of seats in a row must not exceed 7 where there is a gangway at one end of the row only, or 14 where there is a gangway at each end, with chairs interlocked where possible. There must be a clear space of at least 300mm (12") between rows of seats, measured between the perpendiculars of the back of one seat and the front of that directly behind.
4. As a minimum, one responsible adult (PLUS one other properly instructed adult assistant for up to every 50 people attending the event), MUST be present throughout the hire period, be readily identifiable, ensure that all relevant conditions relating to the licence are observed, and
 - exercise general supervision, maintain the good order and conduct of those present, at all times, and properly control access to and egress from the Hall
 - be fully conversant with the location of safety equipment and the procedures for emergency evacuation of the building (notices in this respect are displayed at various points in the Hall), be readily available to ensure a safe and orderly evacuation in the event of emergency, including the provision of assistance for any disabled persons present, and take all other reasonable precautions for the safety of the public

SPECIAL CONDITIONS

1. The maximum number of persons, including staff, permitted to occupy the premises at any one time (subject to any Health and Safety or other constraints) is

	Main Hall	Lounge
Dancing only	236	-
Dining and dancing	130	50
Closely seated audience	260	-
Bar areas	-	100

The capacities in the table above are given on page 19 of the Hirers' Handbook which also gives suggested furniture layouts on Page 6. However, hirers should realise that these are *statutory* capacities. In practical terms the maximum allowed capacities for events (depending on requirements) are smaller, and are as given below:

Theatre style seating	176
Buffet/dancing	150
Banqueting	138
Disco Dancing	180
Lounge (seated)	36

2. The premises may open or be kept open only between the hours of 0900 to 2300 on Mondays to Fridays, 0900 to 2400 on Saturdays, and 0900 to 2200 on Sundays. No music shall be played or relayed within the premises outside these hours
3. There are specific and stringent constraints placed on noise levels generated by activities inside the Hall. Requirements for the control of noise are listed in Special Condition 6 of the Terms and Conditions of Hire (see page 16 of the Hirers' Handbook)