

Hire Agreement / Terms and Conditions for the hire of IVER HEATH VILLAGE HALL

St. MARGARET'S CLOSE, IVER HEATH, BUCKS. SL0 0DA
www.iverheathvillagehall.co.uk

All Agreements of Iver Heath Village Hall Charity ("the Village Hall") are subject to these Standard Terms and Conditions of Hire. The Iver Heath Village Hall and Iver Heath Village Hall Charity are trading names for **THE NEW VILLAGE HALL IVER HEATH** which is a registered charity (300285).

1. Booking Process

All applications for the hire will be made via our website (also known as LemonBooking or the Booking Portal). The person named on the booking form shall be considered the 'Named Hirer' or 'Hirer' and subject to the Conditions within this document. All Named Hirers must be over 18 years of age.

The booking form has a tick box showing that by requesting a booking, the person applying (the Named Hirer) agrees to abide by and enforce this document and the terms within.

Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The named hirer shares responsibility with the organisation for operating in line with any of our terms and policies, making payment of invoices and for any debts or costs. Payment terms are displayed on our FAQ page. Policies and Terms of our Charity are available on request or from our website.

The Bookings Team and/or the Charity's Trustees have the final decision whether a booking is accepted or if a hirer satisfies the criteria of a hire type or subset as detailed on our price list. The management committee set the pricing for each hirer type or subset.

The Officers of the Hall and/or Trustees of the Charity have the authority to reject or decline bookings due to concerns of dangerous, illegal or unsafe activities or conduct. For some events an additional deposit against damage is required.

2. Undertaking of the Hirer.

The Hirer undertakes to ensure he understands the Hall Conditions and Policies published on the website for the time being in force. The Hirer shall abide by and enforce all signage in the building and the car park (referred to as the 'site'). The premises shall not be used for any purpose other than that stated on the booking form. The hirer may not use the hall's address for deliveries, mail or registration with businesses or organisations such as HMRC or Companies House.

The Named Hirer is responsible (and liable) for the safety, wellbeing and conduct of their employees, contractors, volunteers, guests, members and attendees. This includes (but not limited to) damage, theft, items or areas left unclean or unsafe, and anti-social behaviour.

The maximum number of persons allowed in the whole building at any one time is 198.

3. Supervision by the Hirer.

The Hirer undertakes to be present or arrange for sufficient competent representatives (over the age of 18) to be present throughout the hire to ensure the provisions and stipulations contained, or referred to, in the Hall Conditions and any applicable licences and legislations are complied with. The hirer will ensure that they and any sufficient competent representatives (or alternatives) have relevant training, qualifications and experience for their event. The hirer cannot delegate any of their responsibilities under this agreement. The named hirer will provide the booking team with the name, email address and emergency contact details (to be logged on Lemonbooking) for any representative or alternative prior to them being given such duties or any keys (or codes) by the named hirer. No one else is to be given access codes or keys by the named hirer at any time.

4. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:

- The number of people using the hall does not exceed the maximum number agreed.
- Carrying out appropriate risk assessments and making them available to their attendees/members/customer, the Village Hall and/or the general public within 72 hours of any request.
- Supervision of premises, fabric and contents, their care and safety from any damage or change of any sort - One example is protecting the hall floor from scratches from equipment.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others.
- Ensuring that everything is left clean and tidy with rubbish removed at the end of the hire. A large black bin is provided at the left hand rear of the car park for rubbish and marked Village Hall. The Committee cannot guarantee that there will be room for all the rubbish generated. Any remaining rubbish must be taken away and not left beside the bin.
- Ensuring that all equipment, chairs, and tables have been cleaned and correctly returned to storage positions. The premises are cleared of people and all lights switched off by the end of the hire period. The building must be secured and alarmed by use of the keys if supplied, unless any facilities or room or public area is still in use by another hirer.
- The locking up 'check list', which is provided at the end of this document and in the main lobby, is read-through and completed by the end of the hire session.
- Observe all relevant food health and hygiene legislation and regulations (if preparing, serving or selling food).
- The behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements, to avoid obstruction of the highway or access road.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with minimum noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except guide dogs are brought into the building, without the written permission of the Village Hall.
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Ensuring that no cooking or heating equipment are brought into the building or onsite (including the car park) without written permission of the Village Hall.
- Ensuring that any electrical appliances brought onto the premises and used there shall be certified safe (for example with a recent approved PAT sticker) and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate.
- Ensuring that no LPG appliances or highly flammable substances, or fireworks are brought onto the premises or grounds without explicit permission of an Officer of the Charity.
- Ensuring no naked flames including birthday candles, are permitted.
- Ensuring that NO fireworks and/or lanterns are used in the car park.

Should the Hirer's, and/or anyone within their party/event, behaviour fall below an acceptable standard (for example rude behaviour, dangerous actions or violent/racist gestures) the Hall's admin team reserves the right to cancel or end any bookings which involve that Hirer with no notice or refund.

Named Hirers must raise any issues via email or paper booking summary (Occasional Hires only) within 24 hours. The ihvhoffice@gmail.com is checked 1-3 times each working day by one of the Booking Team and/or the Trustees.

4b. The Hirer shall not:

- Sub-hire or use the premises for any purpose other than that described in the hiring agreement without the prior written of the Officers of the Village Hall.
- Enter the building or room earlier than agreed, or remain in the building or room later than agreed.
- Use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
- Allow smoking or vaping in the building or within 20ft or 6m of any entranceways.

- Allow any customers, members, guests, attendees and so forth, to enter or use any part of the building for which they have not booked and agreed.
- Allow the building to be left unattended or insecure at any time.
- Do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof.
- Do anything, say anything or post anything (including online) which may bring the Hall, the Charity, the Trustees or volunteers into disrepute.
- Allow the use or possession of illegal drugs (including legal highs) on the premises.

5. Use of Premises.

The hire of the room or building is for the specific agreed times shown on the booking form and/or invoice and does not entitle the Hirer to use or enter ANY part of the building at any other time.

The hall and its volunteers are not permitted to take delivery or receipt of any goods or services. This means that the named hirer must be on site and in charge before items such as food or bouncy castles are delivered or set up.

Any set up or clear down must be including within your booking. Electricity and Heating is included in the cost of hire.

All music must cease by 11.00 pm, and the Hall must be vacated, quietly, by 11.30pm at the latest. The entrance hall and any fire exits/exit routes must be kept clear at all times.

Alcohol and/or public entertainment

Under no circumstances may:

- alcohol be sold, or
- hot food or drink be sold after 11pm or before 6am on our site without the specific written authority of the Village Hall. The Village Hall will require that the Hirer shall be responsible for obtaining a Temporary Event Licence, but no Hirer may seek such a licence without the consent of the Village Hall. The hirer is responsible for ensuring they are compliant with any licencing laws.

Fire procedures:

The Hirer must nominate a competent person to take charge in case of Fire, to ensure that all persons at the Hall can escape unimpeded through the Fire Exits. The hire must read the Health and Safety Policy for full details. Improper Operation or Activation of the Fire Alarm or extinguishers will result in the loss of the deposit and/or a charge for recompense plus any administration. Fire procedures are displayed in the building. In the event of the fire alarm being activated (either accidentally or deliberately) without a legitimate reason, a fee may be applied by the Hall's Admin Team which starts at £50.

Bouncy Castles (Main Hall Only)

- The Hirer shall confirm permission for a Bouncy Castle via their booking request before arranging for a bouncy castle. The equipment must be hired from a supplier who holds their own insurance to cover the condition of the equipment.
- A copy of that insurance must be available to anyone attending the event and must be shown to the volunteer who 'opens' the venue for the booking.
- Equipment must be tested to relevant standards - this includes the electrical air pump.
- A bouncy castle must be supervised by a responsible employee/volunteer at all times when in use.
- An InfoSheet is available on LemonBooking showing the position and restrictions on Bouncy Castles and the Named Hirer agrees to abide by this when making a booking request.

Trampolines:

Trampolines are prohibited without the written permission of the Village Hall Bookings Team.

The stage (Main Hall):

- The stage must only be used if it has been hired and in accordance with due regard to safety procedures.
- If the stage has not been hired, then Hirers are responsible for ensuring that persons do not go on the stage. This includes sitting or climbing any part of the stage including steps and the brown section in front of the curtain.
- The spotlights, lights, and any other equipment (such as costumes etc) on the stage are the property of Iver Heath Drama Club and are not included in the hire agreement. Any hirer wishing to use them must seek the authority of Iver Heath Drama Club.

The Sound System (Main Hall):

Sometimes referred to as The Music Box

This is a black box located on stage, an InfoSheet is available on LemonBooking, that includes a CD player, a USB slot for mp3 files, a connection for 2 XLR microphones, input for XLR/3.5mm Aux/USB C for stereo audio. Audio can also be relayed through HDMI via the projector. There are speakers fitted either side of the stage. Use of the projector is included in the hire of the sound system and can be connected by a HDMI cable towards the rear of the hall.

Further support, including mounted stage microphones, can be obtained from the Iver Heath Drama Club separately.

The Car Park and our grounds:

Full terms and conditions for our car park are on our website which the Named Hire agrees to read and abide by. The hirer shall remind their customers, guests, contractors, attendees of any part of the car park terms. These terms are signposted within the car park and the village hall.

The site must be left safe, clean and tidy with no litter. Idling of engines is prohibited. There is CCTV covering the outside of our building and our car park. A map the grounds is available on the Iver Heath Village Hall website and this shows which parts the site are under the hall's remit. The majority of the site is operated by the Iver Heath Junior School on behalf of Buckinghamshire Council.

The Kitchen

Hirers are responsible for ensuring food hygiene and relevant legislation is followed for all food and/or drink served on site. Cooking equipment, such as electric or gas stoves, cannot be brought into the hall without written permission of the Hall and sight of relevant insurance.

At the end of your hire, you must make sure:

- All kitchen surfaces are clean, and kitchen floor is swept.
- Ovens and fridges are empty and clean.
- Ovens and hobs, water heater and water boiler are turned off.
- All crockery and glasses are returned, clean and dry to cupboards.

Spare bin liners are provided but if you produce more than 1-2 bags of waste, you will need to provide your own bin bags. Paper towels are available, but you may need to provide tea towels or similar for drying items. Some cleaning supplies are provided under the sink in the kitchen and there are brooms/dustpan and brush in the corridor between the toilets and stage.

6. Compliance with the children act of 1989, 2004 and safeguarding

The Hirer shall ensure that any activities for children and vulnerable adults comply with the provisions of UK law and any relevant Safeguarding legislation that only fit and proper persons have access to the children. Safeguarding children, young people, and adults at risk requires adequate supervision and care. The named hirer is responsible for relevant risk management to support children, young people and adults with additional needs. This may include ensuring staff/volunteers hold relevant qualifications and records checks (such as DBS checks).

7. Compliance with other relevant legislation.

The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting, and lotteries.
- Do not infringe any copyright or performing rights.
- Comply with all conditions and regulations required by law, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises. A breach of this may lead to prosecution by the relevant body.

8. Indemnity.

The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village 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) Against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions including unauthorised access
- (c) All claims in respect of damages, including damage for 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 as directed by the Village Hall, **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.

9. Insurance.

The Village Hall is insured against any claims arising out of its own negligence. The Village Hall has its own Public Liability Cover.

All Named Hirers must ensure that they hold sufficient and valid insurance for their activities, events and/or sessions. Hirers must produce this on demand to the hall or their guests/customers. The hirer shall be personally liable for any fees or costs incurred that are not covered by insurance.

10. Accidents and Dangerous Occurrences.

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible and complete the relevant section in the Village Hall's Accident Book. Any failure of, or damage to, equipment, fixtures and fittings belonging to the Village Hall must be reported as soon as possible. This is to be done via email.

11. Stored equipment.

The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of or take ownership of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

12. No alterations.

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 without the prior written approval of the Village Hall. Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the Village Hall remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

13. Cancellation by the Hirer.

Regular Hirers:

Less than 48 Hours	100% charge of total booking applies
48 hours to 7 days notice	50% charge of total booking applies
More than 7 full days notice	No charge, however in the event of multiple cancellations the Village Hall admin team will start to apply an administrative fee each time due to work involved. This will be at least 1 hour of Minimum Wage as set by HM Government.

Should a regular hirer wish to end their ongoing hire arrangement with the hall, the hirer agrees to give a minimum of 4 weeks' notice before their final hire session. If no notice or insufficient notice is given, the trustees may charge the hirer for up to 4 regular hire sessions at their discretion in lieu of the notice period.

Occasional Hirers:

Less than 14 days	100% charge of total booking applies
14 days to 21 days notice	50% charge of total booking applies
More than 21 full days notice	Full refund minus a £20 admin fee, unless there is a rebooking for a subsequent date which is within 6 months.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

14. Cancellation by the Village Hall.

The Village Hall may cancel or amend a hiring if they reasonably consider that:

- Such hiring may lead to a breach of hall's terms, licensing conditions, or other legal or statutory requirements.
- Unlawful or unsuitable activities may take place at the premises, including within our car park, as a result of or during the hiring.
- The premises have become unfit for the use intended by the Hirer.
- The hirer is already in breach of the terms and conditions or policies of Iver Heath Village Hall or already in breach of hall's terms, licensing conditions, or other legal or statutory requirements.
- The venue is required for a special hiring such as use as a Polling Station, a council meeting or local/regional/national emergency.

Cancellations or amendments by the hall could be at short or no notice.

The Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

The Officers of the Hall have the authority to revoke access to the venue for hirers who have not paid, breached our terms, and/or accrued unpaid debts, at their discretion.

The Officers of the Hall have the authority to revoke 'Regular Hirer' status at their discretion.

15. Billing and Invoicing

All invoices are supplied via email to the Named Hirer. Paper copies are available at an additional administrative charge at the discretion of the Booking Team. Minimum charge per booking £10 applies.

The Hall shall publish their Hire Rates and Structure within the hall and on the booking portal.

- Invoices will be payable within 7 days of issue.
- Occasional Hirers will be invoiced at the time of accepting their initial booking request. The full amount is due immediately however, at the Officers discretion they may offer 50% upfront and 50% due 30 days before the booking.
- The booking is provisional only until payment received, and this is clearly displayed on the online booking request form (a request is only a request) and on the invoice itself. Date will be released if payment not received by day 8.
- New hirers (who expect to become regular hirers) will be required to pay monthly in advanced for around 3 months and must book a minimum of one session per month. They will not be given keys right away. If after 3 months there are no concerns with payment or conduct, hirers will be offered to switch to payment in arrears at the Officers' discretion.
- Anyone on paying in arrears terms: If any invoice is unpaid after the 7th day, we have the right at our discretion to charge interest on the invoice total. The rate which will be charged at the Bank of England base rate.

Payment must be made in accordance with the information and/or instructions on the invoice. Full payment terms are on the FAQ page of the hall's website.

Fees, such as cleaning charges, will be applied at the discretion of the of Booking Team and/or the Charity's Trustees. Any such anticipated fees will be agreed with the hirer at the time of the booking request. The Charity reserves the right to apply these fees retrospectively, for example where a room or area was used or accessed but not part of the original booking or the aforementioned fire alarm activation fee. Retrospective fees may also include damage, replacement and labour through action, inaction or negligence.

If the Village Hall is not left in a suitable condition after hire, then the Hall retains the right to charge a cleaning fee starting at £14 an hour, or part thereof. Some cleaning supplies are provided under the sink in the kitchen and there are brooms/dustpan and brush in the corridor between the toilets and stage.

16. Specific Terms for Different Hire Types:

Occasional Hirers:

A volunteer will meet the Named Hirer at the start of their booking. A volunteer will meet the Named Hirer at the end of their booking to inspect the hall. It may not be the same volunteer.

Regular Hirers:

Regular Hirers must carry out at least 1 fire drill each year and record this in the log kept within the Red Folder in the entrance lobby. Regular Hirers are not charged for use of the sound system (music box), use of the projector, kitchen or Wi-Fi, in response to their support to helping to maintain these services. Regular Hirers may request use of the stage from the Bookings Team, and if it is available there is no extra charge. Regular Hirers must produce risk assessments and/or proof of insurance upon request of the Village Hall committee, its Officers and/or our insurance company. Regular Hirers must produce risk assessments and/or proof of insurance upon request of their attendees and/or the general public.

17. Wi-Fi.

Wi-Fi is provided 'as seen'. Whilst we endeavour to provide a good connection, we cannot guarantee it, nor can we guarantee connection speeds. Hirers are responsible for any content they, or their party/users' access.

18. Keys.

The Village Hall admin team, at their discretion, will give a set of keys to regular hirers to grant them access as per their bookings. At the end of their tenancy (when a Hirer is no longer using the Hall) the Hirer is required to return their keys within 7 days of their last booking. The Hirer can either pass these to one of the Village Hall admin team or can place these in the Village Hall post

box in an envelope with their name and details included. Failure to return these keys within 7 days will result in a £50 admin charge upon the Named Hirer that must be payable within 30 days. Hirers will also be liable for subsequent costs or fees should replacement keys and/or locks be required. As part of being a trusted regular hirer or Village Hall Volunteer, a high standard of safety, cleanliness and trust is expected from the keyholder.

Named hirers will not give keys or access codes to anyone, except their authorised representatives as detailed earlier, at any time and will be liable for any damage or costs incurred if they do. so

19. Zero Tolerance

Any incident in which an IHVH Volunteer is abused, threatened or assaulted in circumstances relating to their work is unacceptable and not tolerated. This includes the serious or persistent use of verbal abuse, aggressive tone and/or language and swearing/foul language. This can include conduct in writing, email and social media. No one should not be left upset and distressed following an interaction with a hirer, their customers/guests/members/staff/attendees/contractors and so forth.

20. Data

Hirer Data is primarily held by LemonBooking which is ICO and GDPR compliant with a UK based data centre. Certain Data is retained for up to 7 years for accounts purposes in compliance with the Charities Commission from the date of the actual hiring (not the date the booking was made). Once 7 years has been reached, the data is discarded. All held data is treated as highly confidential and never passed on to anyone outside of those authorised to handle it. Hirers are reminded of CCTV in and around the building and other security and monitoring features. The Village Hall Charity uses a secure cloud system, called Dropbox, for their own records (such as Near Miss Reports) and data (such a Meeting Agendas). If you wish to see what data is held, contact an Officer of the Iver Heath Village Hall charity with details (such as date and time or name) and allow up to 60 days.

21. Complaints, Concerns and Feedback

We invite feedback from our hirers via email and our Bookings Volunteers act as a first level to address and remedy any concerns or issues. Small notes, such as replacing a light bulb or needing an extra toilet roll, are not formally logged. Where complaints or bigger concerns are raised, the Trustees are the second level of investigation and response. Hirers agree that the Trustees have final decision over any action or complaint. The ihvhoffice@gmail.com is checked 1-3 times each working day by one of the Booking Team and/or the Trustees.

Reviewed - January 2025

In effect to all bookings and hires from 1st March 2025



A charity operated by a Management Committee of
Volunteers for the Community. Registration No. 300285

LOCKUP CHECKLIST

- All heaters off
- All lights off
- Kitchen bin empty
- Kitchen wiped down
- Hot water off
- Water urn off
- Male toilets checked
- Female toilets checked
- Disabled toilet checked
- Stage locked & checked, if applicable
- Stage curtains closed
- Tables cleaned and returned
- Projector off / away, if applicable
- Sound system off
- Doors closed
- Fire exits closed/unblocked
- Alarm set
- Doors locked

It is your responsibility as a keyholder to ensure the building is secured, safe and ready for the next user. If you find the venue in a state it shouldn't be or have any non-urgent issues, email feedback and photos to ihvhoffice@gmail.com

Please remember the door and alarm system are checked for early, late or unauthorised access.

**Please respect our local residents
and leave quietly.**



Fire action



Sound the alarm



**Leave building by
nearest available exit**



Report to assembly point



Rear of Hall Car Park



**Do not return to the building
until authorised to do so**



Do not use the lifts