

WEEDON OLD SCHOOLROOM

29/31 High Street, Weedon, Aylesbury, Buckinghamshire HP22 4NW

Schedule of Standard Conditions of Hire

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The COMMITTEE shall mean the Management Committee of the Weedon Old Schoolroom Charity as defined in the Trust Deed and Rules of the Weedon Old Schoolroom dated 1 August 1998.

If the HIRER is in any doubt as to the meaning of the following, the Authorised Representative of the COMMITTEE should immediately be consulted.

OBLIGATIONS OF THE COMMITTEE

1. The COMMITTEE undertakes to make the Premises available for the Hiring at the times agreed.
2. The Premises shall be in a clean and tidy condition at the start of the Hiring.
3. In cold weather [but not between 1st June and 30th September] the central heating boiler shall be switched on for the period of the Hiring, and for an advance period [up to 1½ hours] to enable an appropriately comfortable temperature at the start of the Hiring.
4. The COMMITTEE undertakes that the Premises are fully insured, including against public liability claims up to £5 million.
5. The COMMITTEE warrants that the Premises are regularly reviewed by Fire Officers, Health and Safety Representatives and Environmental Health Inspectors, and that the COMMITTEE carries out an annual Risk Assessment.
6. The COMMITTEE holds the following licences for the Premises, copies of which are displayed on the Hall notice board:
 - (i) Public Entertainment Licence from Aylesbury Vale District Council, permitting music and dancing, and performances of plays and films
 - (ii) Performing Rights Society Licence, permitting use of copyright music in any form

OBLIGATIONS OF THE HIRER

1. **Hirer's responsibility and age**

The HIRER, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the Premises at all times when the public are present and for ensuring that all conditions under this Agreement relating to management and supervision of the Premises are met.
2. **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 or misuse 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.

As directed by the Authorised Representative, 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.
3. **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 or dangerous purpose or in any unlawful or dangerous way, nor do anything or bring onto the Premises anything which would invalidate any insurance policies in respect thereof, nor allow the consumption of alcohol thereon without permission from the COMMITTEE or without a licence if required.

4. Licensable activities

The HIRER shall be responsible for obtaining such licences as may be required in respect of their desired activity on the Premises, if such activity is not covered by the Premises Licences already held [see Committee's Obligations (6) above]. A Temporary Event Notice (TEN) will need to be obtained from the licensing authority Aylesbury Vale District Council in order to allow the sale or supply of intoxicating liquor.

Guidance about the 2003 Licensing Act can be found at www.culture.gov.uk. It should be noted that if any licensable activities take place, without the appropriate licence[s] being obtained, or if the terms of the licence are breached, it could result in the HIRER being liable for a fine not exceeding £20,000, or imprisonment for a term not exceeding six months, or both. Should the COMMITTEE become liable, due to the HIRER's negligence, any fines incurred will be passed on to the HIRER.

5. 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.

6. Hours of Opening

The Premises may be used for Public Entertainment (under the terms of the Public Entertainment Licence) only between the hours of 6pm – 11pm Monday – Friday and 2pm – 11pm Saturday. The Premises may be used for other purposes at times agreed by the COMMITTEE.

7. Capacity

The number of people on the Premises shall not exceed 100 standing and 70 seated.

8. Compliance with the Children Act 1989

The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The HIRER shall provide the COMMITTEE with a copy of their CRB check and Child Protection Policy on request.

9. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

10. Film showings

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. HIRERS should ensure that they have the appropriate copyright licences for film.

11. Music Copyright licensing

HIRERS must ensure that the hall holds the relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you the HIRER must hold such licence(s). As a commercial hirer (i.e. earning an income from the provision of your activity) you will need your own PPL licence if you intend to use PPL-controlled music for your classes. HIRERS should supply us, the COMMITTEE with a copy of the licence before the start of the first class.

HEALTH AND SAFETY**12. Public Safety Compliance**

The HIRER shall comply with all conditions and regulations made in respect of the Premises by Aylesbury Vale District Council (the local and licensing authority), the Premises Risk Assessment, or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children.

In advance of an event the HIRER shall check that:

- All fire exits are unlocked
- All escape routes are free of obstruction and can be safely used
- Any fire doors are not wedged open
- Exit signs are illuminated.

[The emergency lighting supply illuminating all exit signs and routes will come on automatically in the event of a mains failure.]

- There are no obvious fire hazards on the Premises.
- Trailing cables are covered.

13. Additional Attendants for Public Entertainment Events

For public entertainment events, there shall in addition to the HIRER be a minimum of 2 competent attendants on duty on the Premises to assist people entering and leaving, neither of whom shall be less than 18 years of age. The HIRER shall be responsible for ensuring that all persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies. Any door supervisors employed by you must be registered and approved by Aylesbury Vale District Council prior to the event.

14. Action in the event of Fire or Emergency

The HIRER acknowledges awareness of critical matters in the event of fire and other emergencies, including:

- Calling the Fire Brigade in the event of fire and evacuating the Premises
- The location and method of use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation of escape door fastenings
- Appreciation of the importance of fire doors and of closing all fire doors at the time of a fire.

A printed copy of the Emergency Action Plan "Instructions to be followed in the event of Fire" is located in each room of the Premises.

15. Accidents and Dangerous Occurrences

The HIRER must report all accidents involving injury to the public to a member of the COMMITTEE as soon as possible and fill in the Accident Record Sheet, to be found in the middle drawer in the kitchen. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. A member of the COMMITTEE will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

16. Electrical Appliance Safety

The HIRER shall ensure that any electrical appliances brought to the Premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

17. Explosive and Flammable Substances

Highly flammable substances shall not be brought into or used in any part of the Premises.

HIRERS should take particular care when using naked flames [e.g. candles, matches, lighters], should never leave them unattended, and should extinguish them safely.

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the COMMITTEE. No decorations are to be put up near light fittings or heaters.

18. Heating appliances brought in by Hirer

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

19. Health and Hygiene

The HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations. A refrigerator and thermometer are provided.

No food items shall be left in the refrigerator or elsewhere on the Premises after the Hiring, except with the express consent of the COMMITTEE, and in appropriate closed containers.

Any spillages must be cleaned up without delay using gloves, mop and bucket, which are to be found in the cleaning cupboard. When using cleaning materials, manufacturers' instructions should be followed. Cleaning materials should not be left unattended, and should be returned to the cleaning cupboard after use. The cleaning cupboard should be locked when not in use.

20. Animals

The HIRER shall ensure that no animals (including birds) except guide dogs are brought onto the Premises, other than for a special event agreed to by the COMMITTEE, and that no animals whatsoever are to enter the kitchen at any time.

21. Moving Large Items of Equipment

At least two people shall assist when moving larger items of furniture such as tables.

LAWFUL AND CONSIDERATE USE OF THE PREMISES**22. Failure or breakage of equipment**

Any failure of equipment either of that provided on the Premises or brought in by the HIRER must be reported as soon as possible to the Authorised Representative. Any breakages should be recorded on the list affixed to the kitchen door, and broken items should be wrapped carefully in the padded bag to be found in the middle kitchen drawer, prior to disposal in the waste bin.

If a fire extinguisher is discharged in error, the hirer will be expected to bear the full cost of a replacement.

23. Access to the Premises

The rear exit is for emergency use only, and under no circumstances should it be used for deliveries or other access to the building. The HIRER's attention is drawn to the notice on the front wall of the Premises recommending that the car parking spaces directly outside the front door are reserved for the disabled.

24. Fly Posting Prohibition

The HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the Premises, and shall indemnify the COMMITTEE accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

25. Fixtures and Decorations

No alterations or additions may be made to the Premises, nor may any fixtures be installed or placards, decorations or other articles be attached permanently in any way to any part of the Premises without the prior approval of the COMMITTEE. 'Blu-tac' (or equivalent), sticky tape and drawing pins may only be used on non-painted surfaces. No holes may be drilled into walls, doors or panelling.

Any alteration, fixture or fitting or attachment shall become the property of the Old Schoolroom unless removed by the HIRER who must make good to the satisfaction of the COMMITTEE any damage caused to the Premises by such removal.

26. 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.

27. 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. The HIRER shall, if using sound amplification equipment, make use of any noise limitation device provided at the Premises and comply with any other licensing condition for the Premises.

28. Smoking

The HIRER shall, and shall ensure that the HIRER's invitees, comply with the "Prohibition of Smoking in Public Places" provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the Premises.

A cigarette bin is provided for smokers which must be taken outside the building for use, and returned to its position behind the large front door. At the end of the hiring, the HIRER shall be responsible for emptying the contents of the cigarette bin into the landfill bin, and cleaning the cigarette bin.

29. Drunk and disorderly behaviour and use of illegal drugs

The HIRER shall ensure that in order to avoid disturbance to neighbours and violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the Premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Premises. No illegal drugs may be brought onto the Premises.

30. No right of occupation

The Hiring Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the HIRER.

LIABILITY, INSURANCE AND INDEMNITY**31. Stored equipment**

Equipment may only be stored on the Premises with the express permission of the COMMITTEE (the Stored Equipment), and storage fees may be charged at a rate agreed in advance with the HIRER. Unless expressly agreed otherwise, the COMMITTEE accepts no responsibility for the 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 Stored Equipment) must be removed at the end of each Hiring or fees may be charged until the same is removed.

In the event of failure by the HIRER either to pay any storage charges due, or to remove equipment within 7 days after the agreed storage period has ended, the COMMITTEE may dispose of the equipment 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.

32. Hirer's Liability

The HIRER shall be liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the curtilage or the contents thereof during the period of the Hiring or as a result of the Hiring.
- (b) all claims, losses, damages and costs made against or incurred by the COMMITTEE, its employees, volunteers, agents or invitees 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, and
- (c) all claims, losses, damages and costs made against or incurred by the COMMITTEE, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Premises by the HIRER, and subject to clause 32 below, the HIRER shall indemnify and keep indemnified accordingly each member of the COMMITTEE and its employees, volunteers, agents and invitees against such liabilities.

33. Insurance by the Old Schoolroom

The Old Schoolroom shall take out adequate insurance to insure the liabilities described in sub-clause 31(a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 31(b) and (c).

The Old Schoolroom shall claim on its insurance for any liability of the HIRER hereunder but the HIRER shall indemnify and keep indemnified each member of the COMMITTEE and its employees, volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.

The Old Schoolroom is insured against any claims arising out of its own negligence.

34. Insurance by the Hirer

Where the Old Schoolroom does not insure the liabilities described in sub-clauses 31(b) and (c) above, the HIRER shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Authorised Representative. Failure to produce such policy and evidence of cover may render the Hiring void.

CANCELLATION AND REFUSAL OF BOOKING**35. Refusal of Booking**

The COMMITTEE reserves the right to refuse a booking.

36. Cancellation by the Committee

The COMMITTEE reserves the right to cancel this Hiring with 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 by-election
- (b) the COMMITTEE reasonably considering that (i) such Hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the Premises as a result of this Hiring
- (c) the Premises becoming unfit for the use intended by the HIRER
- (d) an emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the HIRER shall be entitled to a refund of any deposits or hire charges already paid, but the COMMITTEE shall not be liable to the HIRER for any resulting direct or indirect loss or damages whatsoever.

37. Cancellation by the Hirer

If the HIRER wishes to cancel the booking less than 24 hours before the date of the event, and the COMMITTEE is unable to secure a replacement booking, the full cost of the Hiring shall be incurred unless waived in exceptional circumstances at the discretion of the COMMITTEE.

END OF HIRE**38. Clearing and cleaning**

The HIRER shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, with any contents temporarily removed from their usual positions properly replaced, and any temporary decorations removed. All blanking plates on electrical sockets should be replaced after use.

It is most important that the thermostat in the main Hall should be returned to 20°C, and each radiator to a setting of IIII.

Cleaning equipment can be found in the cupboard under the stairs. Floor cleaning must only be done with water, not with any liquid detergent or any cleaning fluids.

Bins are provided for food waste and landfill items. All items for recycling must be taken away with you.

39. Security

The HIRER shall be provided with a key to the cottage door and a cleaning cupboard key. The cottage door key, should be replaced in the key box immediately after the cottage door has been opened. The cleaning cupboard key can be found on a hook to the left and above the cleaning cupboard door. At the end of the hire all exterior windows should be closed; all internal doors should be closed; the cleaning cupboard and all exterior doors should be locked.

Should any of (37) or (38) above not be satisfactorily carried out, the COMMITTEE reserves the right to levy an appropriate additional charge.

These Standard Conditions of Hire form part of the terms of the Hiring Agreement unless specifically excluded, and a copy should be retained by the HIRER.

Please use this checklist as a summary to help you have a successful event

Before the event please check that you have:

- paid a deposit at the time of booking
- paid for your booking at least 1 week in advance
- obtained the appropriate licences
- obtained insurance if necessary
- read the Hiring agreement
- signed and returned the booking form
- notified any changes to your booking

During the event please ensure that you:

- have enough supervisors
- supervise car parking
- enforce the no smoking/vaping rule
- know what to do in the event of fire or other emergency
- clean up any spillages

After the event please check that you have:

- notified any accidents/breakages
- cleaned and tidied up, and locked cleaning cupboard and external doors
- turned thermostat back to 20°C and radiators back to IIII
- switched off lights, water heater and cooker
- closed all windows and internal doors
- collected items for recycling, for removal on departure
- the 2 keys returned to where they were found

Schedule of Special Conditions of Hire

These Special Conditions of Hire form part of the terms of the Hiring Agreement if applied to particular individual bookings.