

## Terms and Conditions for the use of Redbourn Village Hall Occasional room hire



Redbourn Village Hall Management Committee Reg Charity: 302450

### 1. Document

- 1.1. This document sets out the **Terms and Conditions of occasional room hire** (*RVH T&C's occasional hire*) of **Redbourn Village Hall** (*RVH*) as of 17th May 2021 and the obligations that fall on the **person named on the booking form** (*the Hirer*) of *RVH* during their **agreed period of room hire as detailed on their completed occasional room hire booking form** (*room hire*)
- 1.2. The **Redbourn Village Hall Management Committee** (*RVHMC*) reserve the right to alter and amend these *RVH T&C's occasional hire* as necessary and will notify *the Hirer* **by email or letter** (*in writing*) of changes to the *RVH T&C's occasional hire* to gain *the Hirer's* consent if applicable.

### 2. Hire Charges

- 2.1. The hire charges for the *room hire* of *RVH* are those set by the *RVHMC* and displayed on the **Current Hire Charges in Redbourn Village Hall Sheet** (*hire charges*)  
Currently the *RVHMC* review the *hire charges* annually, each April, but reserve the right to alter the *hire charges* at any time if necessary.
- 2.2. *The Hirer* will pay the agreed *hire charges* that were relevant when they completed their *room hire booking form*.

### 3. Booking procedure – forms and payment

- 3.1. For an *occasional room hire* booking to be confirmed and the *room hire* date/time reserved *the Hirer* must submit:
  - 3.1.1. A completed **occasional room hire booking form** (*booking form*) along with its associated documents. The associated documents that must be submitted are:
    - 3.1.1.1. Copy of Term's & Conditions of using Inflatable Equipment during a *RVH* Hire if applicable.
  - 3.1.2 **A payment of £70** (*booking payment*). The *booking payment* is credited towards the *room hire invoice* as:
    - 3.1.2.1. Full payment for a weekend 4-hour party i.e., £70
    - 3.1.2.2. Or as part payment of the final *room hire invoice* i.e., Saturday evening large event Main Hall of £175 or more.
    - 3.1.2.3 If the total *room hire invoice* is less than £70 the *booking payment* will be the total *room hire invoice* of less that £70 i.e., room hire by the hour

### 4. Access to *RVH*

- 4.1. **The *RVH* building both inside and out and *RVH's* outside areas** (*RVH premises*) are not constantly staffed therefor an occasional *Hirer* needs to gain access to *RVH* by
  - 4.1.1. Meeting a member of the *RVH Management* or *RVH* Caretakers at start of their *room hire* and at the time stated on their *booking form*. The member of the *RVH Management* or *RVH* Caretaker will only wait a short while (up to 30 minutes) after the time stated on the *booking form* before leaving and then *the Hirer* will be unable to gain entry to *the RVH premises* and their *room hire* will be cancelled. The *RVHMC* are not liable for any costs caused by *the Hirer* not gaining entry to *the RVH premises* and their *room hire* being

cancelled and will keep the full *room hire charge*. Some or all the *security deposit* (see section 5.1.4.) may be kept if the *RVH Management* or *RVH Caretaker* must wait more than 10 minutes after the start time stated on the *booking form*. The *RVH Management* decision is final. The member of the *RVH Management* or *RVH Caretaker* will show *the Hirer* where and how to use the equipment and facilities in RVH premises as required.

4.1.2. In some circumstances *the Hirer* may be issued with the **access code to the RVH front door key safe box (RVH key safe box)**. Conditions of use for the *RVH key safe box*:

4.1.2.1. *The Hirer* is responsible for their use of the *RVH key safe box* to

4.1.2.2. Keep the code number confidential and notify *the RVHMC Management* if the code becomes known to an unauthorized person.

4.1.2.3. Prevent unauthorised use of the *RVH key safe box* and is responsible for the actions of any person who enters the *RVH premises* using *the Hirers RVH key Safe box code* given to them by the specific *occasional Hirer*.

4.1.2.4. The *RVHMC Management* have the right to withdraw access to the *RVH key safe box* at any time and for any reason. The *RVHMC Management* decision is final.

4.1.2.5. The *RVHMC Management* have the right to charge *the Hirer* a £750 lock and key replacement cost if *the Hirer* and/or the *Hirers guest* lose the *RVH key* kept in the *RVH key safe box* and the *RVHMC* must replace the lock and cut new keys.

## 5. Occasional Hirers Payment Policy

5.1. For an *occasional room hire* to happen an *occasional Hirer* must pay for their *room hire* when the *RVH Management* create an **invoice using the event details as requested on the occasional room hire booking form and the current hire fees (room hire invoice)** at the following times:

5.1.1. At the time of booking the specific date/time of a *room hire* the *booking payment* of £70 (or lower if the total *room hire invoice* is less than £70) is required to reserve the chosen date/time.

5.1.2. Up to 6 weeks before the *room hire* date the total *room hire invoice* must be paid in full to confirm the *room hire*.

5.1.3. A separate *security/damage deposit* is required at least 1 week before the *room hire*, which will be returned by 1 week after the *room hire* if no breaches of these *RVH T&Cs occasional room hire* occur. The *Security/damage deposit* for a 4 hour or less daytime *room hire* is £50. The *Security/damage deposit* for a 4 hour plus or evening *room hire* is £250.

5.2. The *Hirer* should obtain proof of cash payments to the *RVHMC Management* at the time of payment. A *RVH receipt* will be sent upon request.

5.3. For payments by cheque or Bacs to the *RVHMC Management* the *Hirer* should retain their bank statements as proof of a successful transaction. A *RVH receipt* will be sent upon request.

5.4. The *RVHMC Management* will take reasonable actions to remind the *Hirer* of their outstanding *room hire invoice* and to request payment in full in order to confirm their *room hire*.

5.5. The *RVHMC Management* will send a *room hire invoice* to the *Hirer* and will confirm the *room hire booking* once payment in full has been received. A *RVH receipt* will be sent upon request.

5.6. If there is a disagreement about an outstanding payment being paid, the Hirer is required to prove that it has been paid to the RVHMC Management otherwise the invoice will be considered unpaid.

5.7. The RVHMC Management will normally pay any monies due to the Hirer within 7 days of request. A RVH receipt will be sent upon request.

## 6. Cancellation policy

6.1. The *RVHMC Management* reserve the right to not take a booking and not reserve the chosen date/time without a completed *booking form* and *booking payment* having been received. The *booking payment* is refundable in full up to 6 weeks before the *room hire* date if *the Hirer* cancels their *room hire* booking within this time.

6.2. The *RVHMC Management* reserve the right to not confirm the chosen date/time until the *room hire invoice* is paid in full. The *room hire invoice* payments are refundable in full up to 6 weeks before the *room hire* date if the room hire is cancelled in this time.

6.3. The *RVHMC Management* reserves the right to retain the full *booking payment* if *the Hirer* cancels their *room hire* less than six weeks before the confirmed *room hire* date. **\*Covid-19 exemption.**

6.4. The *RVHMC Management* reserves the right to charge/retain some or all the full *room hire invoice* payments if *the Hirer* cancels the *room hire* within 6 weeks of the confirmed *room hire* date or does not use the period of *room hire* at the agreed date/time. **\*Covid-19 exemption.**

6.5. The *RVHMC Management* reserve the right to postpone or cancel a *room hire* as listed in clauses 9.2, and 9.3. in these *RVH T&C's occasional hire* and the **\*Covid-19 exemption**. If the *RVHMC Management* must cancel a *room hire* *the Hirer* will be refunded all their *room hire invoice* payments, and *security deposit* if they have met the *RVH T&C's occasional hire*. The *RVHMC Management* are not liable for any other associated costs incurred directly or indirectly by the postponement or cancellation of any *room hire*.

**\*Covid-19 exemption.** Due to the Covid-19 pandemic *the Hirer* will not be charged for their cancelled *room hire* if the cancellation is due to Covid-19 related issues such as illness, or Government advice, even if the cancellation is at short notice. The *RVH Management* will refund to *the Hirer* their *booking payment*, *room hire invoice* payments and *security deposit*.

The *RVHMC Management* reserve the right to cancel any *room hire*, even at short notice, due to Covid-19 related issues such as illness, extra cleaning or Government advice and are not liable for *the Hirers* incurred or consequential costs due to the cancelled *room hire*.

## 1. **RESPONSIBILITIES and OBLIGATIONS of THE HIRER**

During any *room hire* *the Hirer* named on the *booking form* is

### 8.1. Responsible for:

8.1.1. The controlled access to the *RVH premises* during their *room hire*. **Any person that *the Hirer* or a *Hirer guest* lets on or into the *RVH premises* for whatever reason (*Hirers guests*) must conform to the *RVH T&C's occasional hire*.**

8.1.2. Ensuring that all members of *RVH's* staff and *RVHMC Management* are treated in a fair and reasonable manner by *the Hirer* and *Hirers guests*.

8.1.3. Ensuring that if Alcohol is to be sold during the *room hire*, *the Hirer*:

8.1.3.1. Either has the *written permission* of the *RVHMC Management* to use the *RVH Alcohol Licence*

8.1.3.2. Or has obtained a valid **Temporary Event Notice Alcohol Licence (TENs)** from St Albans District Council and its number supplied to *RVHMC Management* ([www.stalbans.gov.uk/business/Business-in-St-Albans/StAlbans-Council-Services-for-Businesses/BusinessLicences/alcohol-and-entertainment-licences/applying/types/one-off-events](http://www.stalbans.gov.uk/business/Business-in-St-Albans/StAlbans-Council-Services-for-Businesses/BusinessLicences/alcohol-and-entertainment-licences/applying/types/one-off-events));

8.1.3.3. Enforces all rules and conditions applying to the *RVH/TENs* Alcohol Licence including ensuring that Alcohol is not sold outside of the *RVH/TENs* licensing hours or to minors and the named *TENs* Licensee is present during the *room hire*. It is a criminal offence to breach the terms of the *RVH/TENs* Alcohol Licence or to sell Alcohol without a *RVH/TENs* alcohol licence in *RVH premises*.

8.1.4. Ensuring that any motion pictures/film are NOT shown (including DVD, streaming, TV, Youtube) without prior arrangement from *RVHMC Management* to conform to Copyright Licensing regulations.

8.1.5. Ensuring that *RVH premises* including all its fixtures and fittings are left in a satisfactory order. Meeting the full cost, as established by the *RVHMC Management*, of any damage to *RVH premises* including all its fixtures and fittings, however caused, because of *the Hirers* and/or the *Hirers guests* activities and intentional or unintentional actions during *the Hirers* period of *room hire*.

8.1.6. The health and safety of every person including, but not exclusively *the Hirer* and the *Hirer's guests* on *RVH premises* during the *room hire* by

8.1.6.1. Following the *RVH Risk Information Guidance*

8.1.6.2. Ensuring everyone always takes reasonable care and appropriate action to prevent and minimize Health & Safety risks.

8.1.6.2. Ensuring that the maximum number of people including, but not exclusively the *Hirer* and the *Hirers guests*, allowed in *RVH* is not exceeded during the *room hire*.

	<b>Main Hall &amp; bar kitchen</b>	<b>Centenary Room &amp; main kitchen</b>	<b>Guide Room &amp; small kitchen</b>
<b>Non-Covid Unseated</b>	210	140	40
<b>Non-Covid Seated</b>	164	94	26
<b>Covid 2m* Standing or seated*</b>	32* plus stage	26*	20*

8.1.6.3.1. In the case of events/parties/discos for **11 to 17-year olds** (*young people*)

8.1.6.3.1.1. Ensuring that the maximum number of *young people* is not exceeded - 100 in the Main Hall and/or 50 in the Centenary Room (non-Covid numbers) without consent *in writing* from the *RVHMC Management*.

8.1.6.3.1.2. Ensuring that a minimum number of 3 **responsible people aged 18+** (*adults*) are always present in *RVH premises* and that *adult* supervision with a ratio of at least 1 *adult* for every 10 *young people* is maintained during the *room hire*.

8.1.6.4. Observing *RVH Fire* regulations during the *room hire*, including but not exclusively *the Hirer* has responsibility to ensure specified means of escape are monitored and kept free of obstruction; that the location of the fire alarm points are

known and that the evacuation procedures are understood. *The Hirer and Hirers guests* will be required to take an active part in *RVH premises* fire drill practices if they are present.

8.1.6.5. *The Hirer and the Hirers guests* conform to the current Law banning smoking in public buildings and the *RVH* fire alarm is not activated without due cause.

Evidence of *the Hirer* and/or the *Hirers guests* smoking anywhere inside *RVH* and/or activation of *RVH* fire alarm without due cause during the *room hire* may result in *RVHMC Management* withholding *the Hirers security deposit* and cancelling *the Hirers* future *room hire* bookings.

8.1.7. Leaving the *RVH premises* in a clean and tidy "as found" state after the *room hire*, including but not exclusively: putting away tables and chairs; sweeping the room/s floor/s, cleaning up any spills, accidents, or breakages; cleaning the Kitchen if used; leaving all the toilets in an acceptable condition; turning off all taps and lights.

8.1.8. Leaving the *RVH premises* in a secure state by checking the windows and doors are closed and locked as appropriate, including NOT leaving the *RVH* front door "on the latch".

8.1.9. **Important:** The *RVHMC Management* may at their discretion retain all or a suitable proportion of *the Hirers security deposit* or issue a new invoice to

8.1.9.1. Pay for any additional cleaning that is necessary if the conditions in all of clause 8. are not met.

8.1.9.2. Recover costs for damage and/or theft caused by the conditions in all of clause 8. not being met.

8.1.10. For removing all the *Hirer* and the *Hirers guest's* equipment and belongings from the *RVH premises* immediately their *room hire* ends, including removing all waste rubbish.

*RVHMC Management* have NO facility to dispose of *the Hirer* and/or the *Hirers guests* waste rubbish, which must be taken away by *the Hirer* and/or the *Hirers guests*. **Important:** The *RVHMC Management* may at their discretion retain all or a suitable proportion of *the Hirers security deposit* or issue a new invoice to pay for the removal of *the Hirers* and/or the *Hirers guests* waste rubbish that is necessary if the conditions listed in these *RVH T&C's occasional room hire* are not met at a minimum rate of £5 per refuse bag or £200 for a skip.

8.1.11. Ensuring noise (especially from loud music) is kept to a reasonable level during the *room hire* and respecting the rights of nearby residents when *the Hirer* and/or the *Hirers guests* depart *the RVH premises*.

8.1.12. Ensuring that all noise and especially music starts after 09:00 and stops no later than 24:00 on Monday to Saturday evenings and by 22:00 on Sunday evenings. Please note:

***Excessive noise is a statutory offence and may result in prosecution.***

8.1.12. Parking their vehicle appropriately in one of *the Hirer* parking spaces if they are using it during their *room hire*, and only for the duration of their *room hire*. *The Hirer* is responsible for ensuring that their *Hirers guests* do not use the *RVH* parking spaces unless approved by the *RVH Manager*, with the exemption for disabled Blue badge holders.

8.1.13. Raising any concerns or issues relating to *the Hirers* use of *RVH* with the *RVHMC Management* so that they can be discussed and resolved satisfactorily, and:

8.1.13.1. Reporting any Health and Safety issues or injury's during the *room hire* appropriately

8.1.13.2. Reporting any known damage, breakages or faulty equipment in the *RVH premises*, however caused, to the *RVHMC Management*.

- 8.2. Must get prior consent in writing from the RVHMC Management to
- 8.2.1. Use extension leads to existing electrical fittings within *RVH premises* and to plug in any electrical equipment not owned by *RVHMC*.
  - 8.2.2. Put up decorations or advertising materials in/on the *RVH premises*.
  - 8.2.3. Any use of *RVH* which involves animals, except for assistance dogs.
  - 8.2.4. Use *RVH premises* other than the booked *room hire* as identified on the completed *booking form*.
  - 8.2.5. Attach anything permeant, semi-permeant or temporary to the building, internally or externally within the *RVH premises*.
  - 8.2.6. Change the proposed activity that will be carried out during the *room hire*, from those listed on the *booking form*.
  - 8.2.7. Use any type of applied heat, such as:
    - 8.2.7.1. A naked flame (including room candles) other than small Birthday cake candles and matches to light the gas stove
    - 8.2.7.2. Any type of food heating/cooking equipment other than already supplied by *RVHMC* including outside temporary equipment such as BBQ or gas cylinders.
    - 8.2.7.3. Extra room heaters
    - 8.2.7.4. Any heat generating tool
  - 8.2.8. Use a ladder within *RVH premises*.
  - 8.2.9. Leave any of *the Hirers* and/or the *Hirers guest* equipment or belongings in the *RVH premises*
  - 8.2.10. To use the *RVH* as a postal address or registered address
- 8.3. Is not permitted to:
- 8.3.1. Sublet any part of *RVH premises*.
  - 8.3.2. Use any part of *RVH premises* which have not been identified, booked and paid for on *the Hirers booking form*.
  - 8.3.3. Refuse reasonable entry to a member of *RVH* staff and *RVHMC Management* during the *room hire*.
  - 8.3.4. Carry out any activity or conduct themselves in a manner which is illegal, likely to cause offense or bring *RVH* and/or *RVHMC Management* into disrepute.
  - 8.3.5. Use a smoke machine or other equipment that has a probability to set off the *RVH premises* fire alarm system.
  - 8.3.6. Cook food, by any means, anywhere in the internal *RVH Premises* except in the Main Kitchen using the *RVH* gas cooker or microwave.
  - 8.3.7. Allow themselves or the *Hirers guests* to go above 10m from ground level, by any means, on the *RVH premises*
  - 8.3.8. Use equipment and products which have a high probability to mark and damage surfaces in the *RVH premises* i.e., paint, party poppers, spray chemicals, tape & blue tac.

## **2. RESPONSIBILITIES and OBLIGATIONS of RVHMC Management**

### **The RVHMC Management**

#### **9.1. Are responsible to**

- 9.1.1. Provide the *RVH premises* in a safe and suitable condition for *the Hirers* use, as agreed on the *booking form* including but not exclusively conforming to legal requirements and laws.
- 9.1.2. Hold the appropriate Licences as required by law to cover the permitted activities in *RVH* including; recorded and live music; STADC Licenced premises.
- 9.1.3. Handle and use *the Hirers* personal information in accordance with the current law The General Data Protection Regulation (EU) 2016/679 (GDPR)
- 9.1.4. Monitor and store CCTV images of *the Hirers* and the *Hirers guests* in accordance with current legislation.
- 9.1.5. Ensure that all *the Hirers* and the *Hirers guests* are treated in a fair and reasonable manner by the *RVHMC Management* and *RVH staff*.
- 9.1.6. Provide insurance cover where required by law including;
- 9.1.6.1. Third Party public liability limited to £10,000,000 for bodily injury or damage to property including, costs and expenses.
  - 9.1.6.2. Hirer's Liability. The *RVH* Public Liability section automatically includes £2,000,000 liability cover for *the Hirers* of *RVH*, provided they are:
  - 9.1.6.3. Any *Hirer* who is: non-commercial (i.e., they do not make or intend to make a profit)
  - 9.1.6.4. A *Hirer* who is not carrying out excluded activities
  - 9.1.6.5. A *Hirer* who does not have their own insurance in place for their activity held at *RVH* and which must be detailed on their *booking form*.
  - 9.1.6.6. A *Hirer* who is working for the benefit of the community, either social or financial.
  - 9.1.6.7. Insurance Exclusions are: Any *Hirer* who does not meet the above conditions.
- 9.2. Reserve the right to:
- 9.2.1. Refuse to make a *room hire* booking and/or cancel an existing *room hire* booking after their consideration of the proposed activity and/or *the Hirers* and/or the *Hirers guest's* ability to meet the *RVH T&Cs occasional hire* as detailed in this document.
  - 9.2.2. Terminate a *room hire* and/or expel *the Hirer* and/or *Hirer guests* from the *RVH premises* if they are acting in breach of the *RVH T&Cs occasional hire*. The *RVHMC Management* decisions is final.
  - 9.2.3. Relocate *the Hirers room hire* to a different room within *RVH* if the new room is considered suitable for *the Hirers* activity as detailed on their completed *booking form*.
  - 9.2.4. Recover the cost of repair, replacement, cleaning and putting right from damage caused during a *room hire* by retaining all or some of *the Hirers security deposit* and/or issuing new invoices to fund the associated costs.
  - 9.2.5. Enter the *RVH premises* at any time.
  - 9.2.6. Retain all or some of *the Hirers security deposit* in the event of a noise disturbance or any other misuse of the *RVH premises* as outlined in this *RVH T&C's occasional hire* document and agreed to by *the Hirer* signing the *booking form*.
  - 9.2.7. Not provide a parking space for *the Hirer* during their *room hire*. *RVH Management* will try to offer 1 parking space on the *RVH Premises* for *the Hirer* per their booking for the duration of their *room hire* when possible, but *RVH Management* are under no obligation to do so.

9.2.8. Refuse the *Hirers guests* permission to park on the *RVH premises* using the 8 *RVH* parking spaces unless pre-arranged with the *RVH Manager*, with the exemption of Disabled Blue Badge holders.

9.2.9. To ask the *Hirer* and *Hirers guests* to remove their vehicles from the *RVH Premises* for whatever reason. The *RVHMC Management* decision is final.

### 9.3 Are not liable for:

9.3.1. Theft or damage to *the Hirers* and/or the *Hirers guest's* property whilst in the *RVH premises*, including personal items, equipment, belongings and vehicles parked in the *RVH* parking spaces.

9.3.2. Failure of mains services affecting the *room hire* and any direct or indirect associated costs.

9.3.3. Any direct or indirect costs or loss of revenue suffered by *the Hirer* and/or *Hirers guests* due to circumstances beyond *the RVHMC Management* and *RVH employees'* control, such as but not exclusively, the weather, equipment failure, damage to the *RVH premises* and Covid-19 related issues.

9.3.4. Expenses incurred by attendance at *RVH premises* of the Emergency Services: Fire, Police, or Ambulance during the *room hire*.

9.3.5. Public liabilities Insurance cover for commercial *Hirers* or any *Hirers* other than not-for-profit community groups or individual *Hirers* for personal use.

9.3.6. Costs incurred by *the Hirer* and/or the *Hirers guest's* intentional or unintentional actions whilst on the *RVH premises*

9.3.7. Public performing Licences for specific Licensed/copyright material (recorded or live music, any form of motion pictures) that are not covered by the *RVH PRS/PPL* performing Licence and out of "PRS for Music's" control.

9.3.8. Any claim resulting from the use of the *RVH* defibrillator.

9.3.9. Any claim involving an excluded activity and including these excluded activities.

9.3.9.1. The use of Inflatable devices/equipment, including Bouncy Castles

9.3.9.2. Events organised and run by an event organizing company

9.3.9.3. Bodily injury to any persons taking part in contact sports (including martial arts)

The activities listed in 9.3.9. need to be covered by *the Hirers* or the supplying Companies own Public and/or Personal liability insurance.

**Please always seek clarification with the *RVHMC Management* if you are unsure of any points listed in this document.**



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EXAMPLE