

# **PENN STREET VILLAGE HALL**

## **HIRERS HANDBOOK**

**The Village Hall, Penn Street, Amersham, HP7 0PX**

### **Contents**

1. COMMITTEE MEMBERS .....	2
2. SUMMARY OF FACILITIES.....	3
3. STANDARD CONDITIONS OF HIRE .....	4
4. USE OF PREMISES.....	5
5. DETAILED CONDITIONS OF HIRE .....	10
6. PUBLIC LIABILITY INSURANCE .....	13
Appendix A.....	14
Appendix B.....	16
Appendix C.....	17

## 1. COMMITTEE MEMBERS

### **Chairperson**

Phil Cross

[pennstreethall@live.co.uk](mailto:pennstreethall@live.co.uk)

### **Lettings Secretary**

Izzy Tollerfield

[pennstreethall@live.co.uk](mailto:pennstreethall@live.co.uk)

### **Treasurer**

Nick Halle-Smith

### **Secretary**

Rae Watson

### **Community Events**

Rhiannon Lawrence

### **Regular Bookings**

Jo Briggs and Phil Cross

## 2. SUMMARY OF FACILITIES

### **Main Hall**

Measuring 7.7 x 10.8M giving approximately 97.5M of floor space. See layout in Appendix C

### **Kitchen**

The facilities include electrical sockets, sink with drainer, hand washing sink, fridge and dishwasher and a range of kitchen units

### **Toilets**

Male, female and disabled toilets with cloak and changing room

### **Capacity**

Maximum capacity seated at tables is 60, 80 theatre style and for a public meeting and at the discretion of the committee it is 100.

### **Furniture and Equipment included in hire**

- 9 rectangular tables
- 90 stacking chairs
- 2 kettles large urn
- 1 microwave oven
- glasses, cutlery and crockery
- and most of what you would expect in a village hall....
- a detailed inventory is available on request and hirers should check these meet their requirements

### **Fire and First Aid equipment**

See sections 9, 10 and 11 section III "Use of Premises"

### **Parking**

is strictly limited. Hirers should be considerate to local residents when parking and bear in mind the safety of pedestrians and other road users.

### **Patio**

The patio to the rear of the hall is included in the hire. See also IV Detailed Conditions of Hire, section 9.

### **Access**

Disabled access is via the main entrance.

The information in this handbook covers the conditions on which the hire is made and the restrictions placed by Local Authorities on activity in the hall and the surrounding area. Signature to a Hiring Agreement commits the Hirer to their observance. Hirers should therefore read this information carefully, and consult the Lettings Secretary who is the authorised representative of the Management Committee or, if unavailable another Committee member, 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 whose name appears on the Hirers' Agreement Form.

### **3. STANDARD CONDITIONS OF HIRE**

- 1.** The Hirer, whether an individual or an organisation, can hire the hall subject to availability and to the consent of the Village Hall Management Committee. Priority will be given to local residents and organisations within the village.
- 2.** The hall will be unlocked for the period of hiring and the Hirer shall ensure that the hall is not left unattended at any time during that period. Provided however that if the Hirer does have occasion to leave the hall unattended during the hire period the Hirer shall ensure that the hall is locked.
- 3.** If the Hirer is in any doubt about how any equipment provided in the premises should be used the Hirer shall seek advice from the Lettings Secretary or another member of the Management Committee on the use of such equipment.
- 4.** Keys. A set of keys is held by all committee members. One of the management will normally open the hall for the Hirer. If this is not possible the Hirer will be given the code for the secure key box. At the end of the hiring the keys must not be taken away and must be returned to the key box adjacent to the front doors.
- 5.** At the end of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition. All rubbish must be taken away by the Hirer. If rubbish not taken away the security deposit will not be refunded. Under no circumstances shall food or alcohol be left on the premises overnight. If the Hirer wishes to leave any other items or equipment overnight then this must be discussed at the time of hiring and consent obtained from the Lettings Secretary or another member of the Management Committee.

#### **4. USE OF PREMISES**

##### **1. General**

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 onto the premises anything, which may endanger the premises or render invalid any insurance policies in respect thereof. If the Hirer has a special need then this should be discussed with the Lettings Secretary or another member of the Management Committee at the time of booking and written consent must be obtained from the Management Committee before these Conditions of Hire can be altered to accommodate such special need.

##### **2. Purpose of Hire**

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

##### **3. 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 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 or the driveways of neighbouring premises. As directed by the Management Committee 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.

##### **4. Decorations**

Temporary decorations or display materials shall not be fixed in any way to any part of the building. See also 15(b) of this section.

##### **5. Smoking**

To comply with the provisions of the Health Act 2006 smoking is strictly prohibited inside the building. Facilities for extinguishing cigarettes are provided on the porch and the rear patio. Cigarette ends must not be left in any other area around the building.

##### **6. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

##### **7. 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.

## **8. Licences**

Section 2 of the Hirers Agreement deals particularly with licences and licensable activities and the Hirer should pay particular attention to this. In case of any doubt the Hirer should consult the Management Committee.

## **9. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority 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.

### **Emergency plan for temporary responsible person**

The Hirer is deemed to be the “responsible person” for the hiring and has legal duties with regard to the safety of those persons assisting or attending the event/function. These conditions should be read in conjunction with the hall plan on the back page of this handbook. This plan is also displayed in the hall. Before the hiring you should be aware of:

- What fire protection systems are present
- How a fire will be detected
- How people will be warned if there is a fire
- Arrangements for fire fighting
- How the fire and rescue service and any other necessary services will be called and met
- How evacuation of the premises will be carried out
- Where people should assemble after leaving the premises and procedures for checking the premises have been evacuated.
- Checking all escape routes and doors are clear of obstruction and combustibles.
- Limitation on numbers of people.

### **Before the event or function you should decide**

- Arrangements for fire fighting
- The arrangements for means of escape of any disabled persons.
- The duties and identity of persons who have been given specific responsibilities if there is a fire
- Who will be responsible for calling the fire and rescue services?

### **At the start of the event or function you should notify all those present about:**

- The non-smoking policy
- The fire escape routes and doors which must be kept clear at all times and immediately available for public exit
- The emergency warning signal.

- Who is supervising and how to identify them.
- The location of muster points.
- Noise levels should not drown out fire alarm signal.
- Taking only valuables immediately to hand and not to try to collect other belongings elsewhere in the building.
- If necessary the number of persons in the premises will be limited or controlled to avoid overcrowding.

#### **10. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire that has not been readily extinguished. If the cause of fire is unknown and even if the fire has been extinguished the event/function should be terminated and persons evacuated until the premises are considered safe. Details of any fire, no matter how small shall be given to the Hall Secretary or, if he is not available another member of the Management Committee.

#### **11. Health and Hygiene**

The Hirer and anyone else, if preparing, serving or selling food or drink, are responsible for safety and hygiene precautions and shall observe all relevant food health and hygiene legislation and regulations. In particular, certain foods must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. Please see Appendix A.

If the Hirer is a “food business”, the operator of the food business is required to register the Village Hall with the Local Authority as a premises used for a food business under Regulation (EC) 852/2004 Hygiene of Foodstuffs. Food activities that are considered not be to continuous and organised undertakings (ie the occasional handling, preparation, storage and serving of food by private persons) are exempt from registration. If the Hirer is in any doubt as to whether or not it is a “food business operator”, it is the Hirer’s responsibility to clarify its situation with the local environmental health officer.

#### **12. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them 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. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

#### **13. Indemnity**

The Hirer shall indemnify and keep indemnified the Trustees of the Village Hall and 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

- b) all claims, losses, damages and costs 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 suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Hirer shall where appropriate take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under the immediately preceding paragraph 13(a) hereof and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover (if demanded) will render the hiring void and enable the Management Committee to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its own negligence. Please also see Section V below as to public liability insurance cover for those hirers who use the hall for private or social purposes but note that this does not cover commercial users who must arrange their own public liability insurance cover.

#### **14. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee **as soon as possible** and complete the relevant section in the Village Hall's accident book which is kept in the kitchen. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

#### **15. Explosives and Flammable Substances**

The Hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises.
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected on or used in the premises without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.
- c) The use of candles, or any other naked flame, is prohibited

#### **16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid 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 nor 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.

**17. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

**18. 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 have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall (where appropriate) provide the Village Hall committee with a copy of the Hirer's Child Protection Policy on request.

**19. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Village Hall's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**20. 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.

**21. Right of Entry**

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

## 5. DETAILED CONDITIONS OF HIRE

### 1. Payment of the Hire Fee

- a) **Hire Deposit.** The hirer shall pay the hiring deposit immediately to secure the booking. The hiring deposit is usually £30 or £50 depending on time and size of the event. This figure may be increased at the committee's discretion. This will be refunded once a check of the hall has been made following your hire. The management committee reserves the right to withhold all or part of the hiring deposit if the hall is not left clean and tidy or to cover any damage caused.
- b) **Hiring Fee.** The hiring fee is the amount paid for the duration of the hire based on the current Village Hall rates and as agreed between the lettings secretary and the hirer. The Hiring Fee is payable at least 28 days before the event for which the premises are hired.
- c) The hire deposit, less the cost of rectifying any damage and/or the cost of exceptional cleaning or clearing up, will be repaid to the Hirer within 14 days of the termination of the period of hire.

### 2. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Management Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Management Committee. The Management Committee reserves the right to cancel this hiring by 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 Management Committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or 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 deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

The Management Committee 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 the continuance of the event is undesirable. In such circumstance the Hirer shall forfeit the whole of the fees paid for the Hire,

and the Management Committee shall not be liable for any payment in respect of any actual or presumed loss of profit or for any other cause.

**3. Refusal of Bookings**

The Management Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit as shall have been paid by the Hirer.

**4. Regular Hire**

First time regular hirers will be subject to a 2-month probationary period following which the Management Committee may at its discretion decide to renew or cancel the Hiring Agreement. If at any time during a period of regular hire the Management Committee decide that the Hirer is not compliant with these Hiring Conditions then they may terminate the Hiring Agreement.

**5. Hire Period**

The Hirer must include time needed for preparation and clearing up in establishing the total period of hire required as entered on the Hiring Agreement form. If the hire period is overrun then the Hirer will forfeit all or part of the Hiring Deposit.

**6. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area 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 Village Hall shall be at liberty to make an additional charge. All floors shall be swept and/or mopped as necessary and where food or drink has been prepared or served, all kitchen equipment and work surfaces used shall be cleaned in accordance with the cleaning schedule on display in the kitchen. Any keys should be surrendered.

**All evening bookings are at the discretion of the committee.**

**7. Serving Alcoholic Drinks**

See 2.1 of the Hiring Agreement and Appendix B of this handbook. Where alcohol is provided or offered for sale in any way whatsoever either directly or indirectly, by means of “donations” or inclusion in any ticket price, a Temporary Events Notice must be sought by the Hirer. Written permission for this must be obtained by the Hirer from the Management Committee.

**All serving of alcohol must cease by 11.00pm**

**8. Parking**

The Hirer will be responsible for proper supervision of the parking of cars and other vehicles to ensure tidy parking and maximum use of the available space. Any vehicle left overnight by those attending the function must be removed by 12.00 noon the next day and earlier if there is another booking. Please do not cause any inconvenience to our neighbours.

**9. Use of Patio and Garden Area**

Hall tables and chairs may not be taken outside onto the patio. Access to garden area beyond the paved patio is at the discretion of the committee, apart from necessary use as emergency muster point following fire or other such emergency requiring evacuation of the building.

Please consider the neighbouring residents. Music may not be played outside and every effort must be made to restrict general noise levels.

**10. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure. The Hirer shall take all reasonable steps to ensure that noise emanating from the hall during a hiring is such as not to cause injury to any person or annoyance to residents in the locality.

**11. Refuse**

All refuse is to be bagged, removed from the building and taken away.

**12. Equipment or other property belonging to the Hirer.**

There are no facilities in the hall for the storage of equipment or other property belonging to the hirer or the hirer's invitees. The Village Hall accepts no responsibility for any such equipment or other property brought onto the premises and all liability for loss or damage thereto is hereby excluded. All such equipment and other property must be removed at the end of each hiring. If the hirer fails to remove any such property and it is left on the property at the end of the hiring the Village Hall Committee may, at its discretion, dispose of all or any of the left property by sale or otherwise on such terms and conditions as it thinks fit, and charge the hirer any costs incurred in storing, selling or otherwise disposing of the left property.

**13. No Rights**

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

**14. Alterations to Conditions**

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

## 6. PUBLIC LIABILITY INSURANCE

Subject to the exclusion of certain hazardous activities, Penn Street Village Hall Management Committee's Insurers provide public liability insurance cover up to £2,000,000 (two million pounds) for those that use the hall for private or social purposes. **Bouncy castles and fireworks are specifically excluded from this public liability insurance.** If required the committee can provide a full list of exclusions.

Commercial users (defined as individuals, groups or organisations who seek to make a profit or financial gain out of using the building) are not covered by the Management Committee's Insurance Policy and must arrange their own insurance.

Claims may be judged invalid if any hirers or users fail to observe the:

- a) Terms and Conditions of Hire
- b) Guidelines and notices issued or erected by the Management Committee
- c) Relevant Licensing conditions
- d) Current Health and Safety requirements

## Appendix A

### Maintenance of good hygiene standards

The Hirer and any external caterer preparing food on an occasional basis should be aware of and take into account the following points for maintaining good hygiene standards. They should:

- Take all necessary precautions to prevent food becoming contaminated;
- Identify the potential hazards (e.g. contamination, conditions which would allow food poisoning bacteria to grow etc) and what the critical steps are in the food activity;
- Introduce and maintain adequate food safety controls (e.g. adequate refrigeration, separation from cleaning chemicals, use of good suppliers etc);
- Review them as necessary;
- Keep work clothes and utensils as clean as possible;
- Wear a clean, washable light coloured apron or overall;
- Cover wounds, cuts or abrasions with a waterproof dressing, preferably a coloured one;
- Refrain from spitting;
- Not smoke in food areas;
- Not handle food if suffering from skin, nose, throat or bowel infections;
- Screen or protect open food awaiting preparation, serving or sale, from any risk of contamination; and
- Observe temperature control requirements.

### Temperature Control Requirements

Foods prepared commercially for public or domestic consumption and food prepared domestically for public consumption are subject to the temperature control requirements in Schedule 4 of The Food Hygiene (England) Regulations (2006).

Certain foods must be kept cold at a temperature no higher than 8°C, or if they are already cooked and waiting to be eaten hot, they must be kept hot at a temperature of at least 63°C. Regulation 852/2004 stipulates that foods subject to the temperature control requirements with regard to chill holding would include:

- Cooked products containing meat, fish, or eggs;
- Soft or hard cheeses;
- Cooked vegetable dishes including cereals, pulses or vegetables;
- Cooked pies containing meat, fish or vegetables;
- Sausage rolls (unless intended for sale no later than the day after their production);

- Smoked or cured fish;
- Slices of smoked or cured meats (except uncooked bacon);
- Prepared vegetable salads;
- Uncooked or partly cooked pastry or dough containing meat, fish or substitutes;
- Sandwiches or rolls containing meat, fish or substitutes;
- Dairy based desserts;
- Cream cakes.

Please note that the above list is illustrative and may not be comprehensive.

Some limited flexibility in respect of holding temperatures is allowed in relation to food which is for service or on display for sale and covers:

- Food which is intended to be sold or consumed hot which may be kept at a temperature below 63°C only whilst for service or on display for sale, for a period of less than 2 hours and for one such period only; and food needing to be held at 8°C or below, which may be kept at a temperature above 8°C, only whilst for service or on display for sale, for a period of less than 4 hours and for one such period only.

## Appendix B

### Alcohol License

Penn Street Village Hall is NOT licensed to sell Alcohol and there are no permanent bar facilities.

However, there are 4 instances where alcohol can be provided.

1. Bring your Own. This is where people bring their own alcohol for personal consumption.
2. The Hirer provides the alcohol free of charge for guests.
3. If alcohol is provided or offered for sale in any way whatsoever either directly or indirectly, by means of “donations” or inclusion in any ticket price, a Temporary Events Notice (TEN) must be sought by the Hirer. Written permission for this must be obtained by the Hirer from the Management Committee.
4. If the hirer wants to sell alcohol, then a TEN Application Form must be submitted to Chiltern District Council at least 10 days prior to the event.

All alcohol MUST be consumed inside the premises. If consumption is required outside the hall then please contact a member of the committee – details here <http://www.pennstreethall.co.uk/index.php/contact-us>

For more information and a TEN application Form please visit [www.chiltern.gov.uk/article/2065/Temporary-Event-Notices](http://www.chiltern.gov.uk/article/2065/Temporary-Event-Notices)

It must also be highlighted that ALL rubbish must be cleared from the site at the end of the hire, including all bottles, cans etc.

## Appendix C

Apologies for poor quality but here are the locations of all the fires safety equipment etc

