PORTAL HALL AND CLUB ROOM, BURGHCLERE

Owned by Burghclere Parish Council acting as Sole Trustee for the Pinder Recreational Trust

General Terms and Conditions of Hire

1. General

a) The Portal Hall or Club Room ("the premises") will only be hired, as a whole or in part, to a named person over the age of 18 ("the Hirer"), who shall be on the premises at all times when the public are present.

B The Hirer shall be responsible for the compliance with all relevant Terms & Conditions attached to the Hire along with any other regulations relating to the use of the facilities that are displayed on the Noticeboards.

c)See also:

i. Licensing of Events & Sale of Alcohol (if applicable)
ii. Use of Audio Equipment (if applicable)
iii. Fire Evacuation Procedures

d) It is the Hirer's responsibility to establish whether their planned event is a Regulated Event under the terms of the Licensing Act 2003 and to notify the Booking Manager at the time of confirming the booking (see "Licensing of Events & Sale of Alcohol").

e) The Hirer must complete an application form (which may be on-line) and signify that they have understood and accept these terms and conditions.

f) The Management Committee ("the Management") reserves the right to enter the building, or to instruct a representative to do so, at any time to ensure these terms and conditions are properly observed and acted on.

g) Non adherence to these terms and conditions, including cessation of music at the time agreed for the event, will result in the loss of the security bond.

2. Bookings and Cancellations

a) Normal booking hours are 8:00 am to 11:30 pm, extendable at the discretion of the Management. The sale of alcohol, subject to licence, to end by 11:30 pm in all cases.

b) The Hirer is responsible for preventing any undue noise. In particular, it is a requirement that the sound of music shall be suitably muted and all doors and windows closed after 11.00 pm to avoid disturbing neighbours.

c) The Management reserves the right to cancel a booking by written notice to the Hirer if they consider there is good reason to do so. The Hirer shall then be entitled to a refund of their deposit, but the Management shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

d) The Management may occasionally cancel a regular booking in favour of a special community event, but at least one month's notice will be given to the Hirer.

e) Hirers making regular bookings must give at least one month's notice of cancelling any event otherwise the booking will be charged as normal if an alternative booking is not forthcoming.

f) Hirers may lose part or all of their deposit if they cancel a booking prior to the event and the Management are unable to get a replacement booking.

g) The hiring agreement constitutes permission only to use the premises, as a whole or in part, the grounds and any facilities within its boundaries. It confers no tenancy or other right of occupation on the Hirer.

h) Current Hire Rates are as displayed on the web-site www.portalhall.co.uk

i) If applicable hirers must pay the hire charge in advance. A security bond deposit will also be required, which will be returned subject to the conditions herein. The deposit shall be:

i. For weddings, parties and licensed bar events: £250

j) Block bookings will be invoiced on a regular basis.

3. Use of Premises

a) The Hirer shall not use the premises, including the car park, for any purpose other than that described and agreed in the Booking Form and shall not sub-let or use the premises, or allow the premises to be used, in any way that is unlawful, nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.

b) 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 Management.

c) The Hirer shall ensure that all equipment instructions are correctly followed.

d) No furniture or equipment may be removed from the premises for use outside without the prior approval of the Management, and any such furniture and equipment must be put back in the correct location at the end of a booking in a clean state.

e) Maximum numbers in the Main Hall are restricted as follows:

	Description of event	Main Hall	Club Room
(i)	People mainly standing/dancing	100	40
(ii)	People seated at tables	120	20
(iii)	People seated as an audience	160	30

f) The Hirer is required to inform at the time of booking of any disabilities amongst their party that would prejudice their evacuation in an emergency. In which case they must also undertake to put in place suitable measures to ensure their safe evacuation in the event of fire.

g) No animals except guide dogs may be brought onto the premises, other than for a special event agreed to by the Management. No animals whatsoever are to enter the kitchen.

h) 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 comply fully with any licensing or other noise condition placed upon the hire of the premises.

4. Supervision

a) The Hirer or a nominated person of not less than 18 years of age shall be present throughout the hire.

b) The Hirer shall be responsible for the supervision and care of the premises, its contents, and the reasonable behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

c) Where arrangements have been agreed for the sale of alcohol (see "Licensing of Events & Sale of Alcohol") The Hirer shall be responsible for taking appropriate action to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises. 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 in accordance with the Licensing Act 2003.

d) Hirers should ensure that they have the appropriate copyright licences for any film to be shown. The Hirer shall be responsible for ensuring that children are restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

e) The Hirer shall report promptly all accidents involving personal injury and enter the incident in the Accident Book.

f) 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.

g) 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 Management 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

h) The Hirer shall ensure that the relevant licences have been obtained in accordance with the requirements of the Performing Right Society (PRS), the Phonographic Performance Licence (PPL) and the appropriate copyright licences for film.

i) The Hirer shall ensure that any activities for children under eight years of age and/or vulnerable adults comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 Management with a copy of their CRB check and Child Protection Policy on request

5. Activities and Public Safety

a) At all times during the Hire, the Hirer is responsible for ensuring compliance with the following;-

- Prevention of Public Nuisance
- Public Safety
- Protection of Children from Harm
- Prevention of Crime and Disorder
- The Management's Health & Safety Policy

b) All fire exits from the premises must be kept free from obstruction at all times the premises are occupied, and the Hirer or their delegated person shall check beforehand that exit signs are illuminated and there are no obvious fire hazards. All exit doors are fitted with approved quick release locks for exit and the Hirer must check that they are in good working order.

c) All internal doors must not be propped open for any time longer than the immediate use requires.

d) The Hirer shall ensure that no highly flammable substances are brought into or used in any part of the premises, and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool)

shall be erected without the consent of the Management. No decorations are to be put up near light fittings or heat producing appliances.

e) The Hirer must ensure that there is no unnecessary build-up of waste and or combustible material in any part of the facilities throughout the period of hire. All such material to be secured away from the building and be safely disposed of at the end of the hire.

f) No naked flames are allowed on the premises or its immediate surrounding.

g) The Hall and its immediate surrounding is a No Smoking area. The Hirer is responsible for ensuring this is enforced.

h) Anyone preparing, serving or selling food, must observe all relevant food health and hygiene legislation and regulations. There is a refrigerator in the kitchen.

i) Deep fat frying is not allowed.

j) 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 have a valid PAT certificate attached. The Hirer shall provide the Management with a copy of the certificates on request.

k) Any failure of equipment belonging to the building or brought in by the Hirer must be reported to the Management as soon as possible.

l) Any trailing leads are to be aligned so as to minimise traffic over them and where this is unavoidable, they are to be protected by a mat or similar designed to avoid trip hazards and installed in accordance with the maker's instructions.

m) No auxiliary heating or gas fired appliance / tools are to be brought into the hall without the permission.

6. Indemnity

a) The Hirer shall indemnify the Management, their employees, volunteers, agents or invitees against:

i. the cost of repair of any damage done to any part of the premises, including the curtilage thereof, or to the contents of the premises,

ii. 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,

iii. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising from the parking or storage of vehicles, bicycles or any other form of transport, either within the building or its curtilage, by the Hirer or a member of their party.

iv. 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 by the Hirer of the facilities.

b) The premises insurance covers only claims arising out of the proper use of the Hall facilities or its own negligence

c) The Hirer is responsible for arranging any additional insurance to cover the Hirer's liability for their own and their party's assets and / or where their activities present an enhanced risk over their responsibilities under clause 5a.

7. Conclusion of Hire.

a) The Hirer must leave the premises and surrounding area in a clean and tidy condition, with all equipment properly replaced, lights turned off, doors properly locked and windows secured otherwise the Trustees may make an additional charge or retain part or all of the deposit

b) The Trustees accepts no responsibility for any article brought onto or left at the premises, and all liability for loss or damage is hereby excluded. Any equipment or other property not removed at the end of the hiring may be charged at the hire fee for each day or part of a day until removed.

c) The Trustees may at its discretion dispose of any items not removed within 7 days after the hiring by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in selling or otherwise disposing of the same.

8. Changes to these Terms and Conditions

The Pinder Recreational Trust reserve the right to change these Terms & Conditions at any time at their discretion.

9. Data Protection

The Pinder Recreational Trust Charitable Incorporated Organisation will store, protect and process your personal information in accordance with its General Data Protection Regulations Policy. This policy is published on the web site and paper copies are available on request. Your data will only be used for their own purposes and will not be sold or disclosed to third parties. Under this policy you have the right to:

- Request disclosure of all your personal data held by the Pinder Recreational Trust
- Request that your personal data be changed or deleted
- Request that the purposes for which your personal data is held be changed.