

Englefield Green Social Hall

Terms of Letting

Effective from 1st January 2020

*** In these conditions the word "hall" shall mean the whole or any part of the building unless the context requires otherwise. ***

1. Capacity Of Hall

Main Hall		Studio		Board Room	
Type of Use	Max No.:	Type of Use	Max No.:	Type of Use	Max No.:
Auditorium	150	Auditorium	35	Auditorium	40
Dances	150	Dancing	35	Dancing	40
Banquet / Dining	100	Dining	30	Dining	25
Maximum Number Of Wheelchairs	6	Maximum Number Of Wheelchairs	3		

** The maximum number of wheelchairs and persons permitted to attend particular functions **MUST NOT** be exceeded. **

2. Applications For Hiring

- a) Applications may be made in two ways: (1) By phoning the Booking Co-ordinator; or (2) By filling out the Application Form online.
- b) The Committee reserve the right to refuse any application or cancel any booking without stating their reason for doing so and impose special conditions where the nature of the application, in their opinion, so demands.
- c) If the Committee accepts an application, the Organisation and the Organiser whose name and/or title appear on the Form of Application, shall be deemed to be the hirer and shall be jointly and severally liable and responsible for all hiring charges and payments hereunder and for the performance of the Conditions & Regulations.
- d) Bookings will be accepted in April each year for the following financial year, commencing 1 January. Weekend bookings for functions (Saturday or Sunday only) may be accepted up to twenty four months in advance of the function.
- e) Bookings may be reserved on a provisional bases for a maximum period of two weeks, after which time if no booking form or deposit has been submitted the booking will be deleted.

3. Charges

- a) On acceptance of an application for hire the charges must be paid at least 2 weeks before the date upon which the facilities are required. If the balance is not paid in the period

stipulated, the Committee may in its absolute discretion; cancel the hiring forthwith and the Hirer shall remain liable for the Full Charge.

- b) A deposit of £50.00 will be required for all bookings. This will be returned once the hall has been returned in the same way you found. This must be paid when confirmed with the Bookings Co-Ordinator.

4. Purpose Of Hire

Without the previous consent in writing of the Committee the premises shall not be used for any other purpose or in any other manner than that stated in the booking and the Hirer shall not, without the previous consent in writing of the Committee, assign or sub-let any interest in the hiring to any other person (other than arising on a change in the Officers of the Organisation). In the event of a breach of this condition, the Hirer shall forfeit the use of the premises on the date or dates for which he/she hired the same and shall forfeit to the Committee the sum(s) paid by him/her for such hire and the Committee shall be at liberty to hire the premises to some else.

5. Cancellation By Hirer

- a) The hirer may cancel the hiring by giving the Committee not less than 2 weeks' notice IN WRITING of his intention so to cancel. Failure by the hirer to give such notice of cancellation to the Committee shall result in the £50 deposit being retained by the Committee.
- b) Refunds of the fee paid may be made as follows:
 - (i) In full, at the discretion of the Committee, because of personal circumstance such as death or similar personal tragedy.
 - (ii) 50% in all other cases, if the premises is re-let by the Committee.

6. Cancellation By Committee

- a) Should the hall be required by the Council in connection with a Parliamentary Election or for any other purpose, the Committee may cancel the hiring and charges paid in respect of the hiring shall be returnable without interest and the Committee shall not be liable to pay any compensation to any person in respect of the cancellation of the hiring.
- b) Should the Committee, before a function commences, be of the opinion that it is likely to be an objectionable or undesirable character, or is likely to result in any breach of the peace or damage to the Committee's property, whether through the fault of the Hirer or otherwise, it shall have full power to cancel the hiring and return any money paid by the Hirer and the Committee shall not be liable to pay any compensation whatsoever in respect of such cancellation.

7. Conditions of Premises

- a) The directions of the Hall Supervisor regarding the siting or storage of equipment where permitted prior to a function shall be complied with at all times. The access to or use any part of the premises hired to another Hirer shall not be obstructed or denied.
- b) The Hirer shall be responsible for ensuring that the premises and any equipment used are left in a clean and tidy state at the close of the function to the reasonable satisfaction of

the Committee. Failure to do so will entitle the Committee to make a charge for such additional cleaning as is required.

8. End of Sessions

- a) The Hirer is responsible to the Committee for closing the doors and turning off all lights and the end of the session and the Hirer must ensure that all persons have left the premises by that time.
- b) All equipment belonging to the Hirer or their agents (including caterers) shall be removed from the hall by 07:30 on the morning following the function unless agreed otherwise in writing by the Committee.

9. Maintenance of Good Order and Rights of Entry

- a) The Hirer shall ensure that no undesirable person is permitted to enter, remain in or otherwise make use of the premises. The Committee reserve the right through and authorised members, to require the Hirer to remove or cause to be removed any person from the premises.
- b) The Committee, for itself and its members, reserves the free and unimpeded rights of entry to the premises at all times, and the Hirer shall instruct any attendants engaged by them accordingly.

10. Prevention of Use of Hall Through Strikes, etc.

The Committee will not be responsible for any loss or damaged suffered by the Hirer in the event of the accommodation not being available for whatever reason. Similarly no responsibility will be accepted by the Committee for damages caused by the failure of plant or equipment. The Committee may, however, in its absolute discretion without admitting any legal obligation so to do, return the whole or part of the charges paid by the Hirer. The decision of the Committee, as to whether or not the accommodation is available within the meaning of this Clause, shall be final and binding on the Hirer.

11. Committee's Requirements

- a) The Committee reserve the right to refuse admission to or remove from the hall any person without stating any reason therefore.
- b) All reasonable instruction from the Committee must be complied with at all times and no unauthorised person shall interfere with or attempt to regulate or adjust the Committee's equipment.
- c) Personal must not trespass in parts of the Building not engaged by the Hirer;
- d) By LAW the entire premises are covered by a NON SMOKING policy.

12. The Hirer, Shall:

- a) Comply strictly to the conditions imposed related to any Music, Dancing, or Cinematograph Issued by the Authorities. Certain or the Regulations referred to are set below.
- b) The Licences may be inspected by the request of the Hall Supervisor;
- c) Ensure that no intoxicating Liquors shall be brought into the hall without the previous consent in writing of the Committee;
- d) Not permit any form or dance or performance which may cause damage to the floor;
- e) Be allowed prior to the function for which the hall or room have been hired, to exhibit one advertisement poster on the notice board inside the hall;
- f) The organiser's name must be clearly displayed on all posters and publicity matter advertising functions at the hall;
- g) Not display advertisements of the function anywhere outside the Hall unless the consent of the relevant landowners and necessary planning permission have been given in writing;
- h) In accordance with the terms of the License granted to the Committee by the Performing Rights Society arrange to submit to the Committee on the day following the booking a list of the music performed or songs sung at such entertainment with names of author, composer, arranger and publisher or each composition. A 'nil' return must be submitted where music was to have been performed, but was subsequently cancelled;
- i) Indemnify the Committee against claims, demands, actions or proceedings arising out of the infringement, of copyright, etc, during the period of hire of the hall;
- j) Be responsible for compliance with all Health & Safety and Fire Safety regulations associated with their event, a full copy of the hall's Fire Safety Fire Risk assessment is available on request, an extract of the relevant sections is available in the hall. Please note it is a legal requirement to co-operate in managing Fire Safety.

13. Extracts from Music & Dancing Licenses Issued by The Council

- a) The premises shall not be used for public Music or Dancing after midnight, except with the written permission of the Committee;
- b) The regulations of the Council relating to the Management of places of public entertainment shall be complied with so far as applicable on all occasions when the premises are in use under the License;
- c) The safety lighting shall be kept on at all times when the public are present. Fire Fighting appliances must be kept in the approved positions.

14. Music & Dancing Licensing & Also the Use of Laser Effects Lighting

The use of laser effect lighting and music and dancing entertainments, are the subject of the licenses under the provisions of the Local Council

15. Extracts From Cinematograph License By The Committee

- a) Only non-inflammable film is to be used;
- b) The projector shall be in the charge of a competent person, approved by the Committee, who shall be present in the projection booth at all times during the showing of the film;
- c) The safety lighting shall be kept on at all times when the public are present. Fire fighting appliances shall be kept in the approved positions.

16. Hire Of Equipment

Where equipment is made available for hire, any equipment used must be returned in the condition in which it is found INCLUDING BEING RETURNED TO ORIGINAL SETTINGS. Where any fault develops during hire, this must be reported immediately to the Hall Supervisor.

17. Stage Areas

No person other than the persons taking part in a performance or employed by the Hirer shall be permitted on the Stage or in the Dressing Rooms, or Back Stage corridors.

For birthday parties, and other similar bookings, the stage is not to be used under any circumstance unless written consent is given by The Committee.

18. Scenery, Etc.

All wood work, scenery, wings, draperies, floral decorations, curtains or any other properties whatsoever provided by the Hirer and used in connection with any bookings must be rendered non-inflammable.

19. Dinners, Dinner Dances, Weddings, Parties, Etc.

No dancing will be permitted during the meal. In all cases the Hirer must agree the table layout with the Hall Supervisor at least 48 hours before the event and all dismantling and alterations of the table layout after the meal must be carried out with the approval and under the supervision of the Hall Supervisor.

20. Intoxicating Liquor

In connection with dinner and functions at which intoxicating liquor is required for sale, the Hirer **MUST FIRST APPLY TO THE COMMITTEE FOR PERMISSION**. The Hirer is responsible to ensure that a Personal License Holder is present at all times that alcoholic drinks are being sold.

IT IS BY LAW THAT A PERSONAL LICENSE HOLDER MUST BE PRESENT THROUGHOUT THE FUNCTION.

21. Candle-Lit Functions

Candle-lit functions will be permitted provided the number, position and type of holder and shade is approved. Hirers wishing to organise candle-lit functions must submit their proposals in writing when replying to the Bookings Co-Ordinator.

22. Free Admission Tickets

All advance publicity of such functions must indicate the limit on the number of persons to be admitted.

23. Special Conditions

All lettings are subject to the following conditions:

- a) No additions or alterations to the hall or its equipment shall be made without the consent of the Committee. Such alterations must be approved prior to public performance and it is the Hirers responsibility to make arrangements with the Bookings Co-Ordinator for an inspection within a reasonable period;
- b) Posters, banners, placards, decorations and flags are not to be affixed to fixtures or fabric so as to cause any damage and must not obstruct gangways or entrances;
- c) No bolts, screws, nails or tacks shall be driven into or removed from any part of the premises, or drawing pins, Blue Tack or sellotape be used;
- d) The use of gas-filled balloons is prohibited, except with the use of approved balloon gas;
- e) No wax or powder or any other substances shall be placed upon the floor without the authority of the Hall Supervisor;
- f) No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the hall.
- g) The award of live animals as prizes is prohibited.
- h) All exit doors and gates and gangways to be kept clear at all times.
- i) No furniture or equipment shall be moved in the hall, without the prior consent of the Hall Supervisor. Where permission is granted, furniture or equipment must be returned to its original position at the end of the session.

24. Failure To Observe Conditions

If the Hirer shall fail to observe or perform in any respect or secure the due observance by others of the provisions of the Agreement of these Terms & Conditions, the Committee may, without notice, forthwith terminate the Hirer's rights under the Agreement and effect the immediate vacation of the hall. Such termination shall not release the Hirer from any of his obligations under the Agreement or affect any right or remedy which the Committee may have under the Agreement or otherwise and the Committee shall be entitled to retain for their own use any monies paid by way of deposit and to sue for any balance outstanding.

25. Damage To Committee Property

The Hirer shall take good care of and not cause any damage or permit or suffer any damage to be done to the hired premises, or any part thereof, to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act of neglect by the Hirers. The amount of the costs shall be certified by the Committee's Treasurer whose certificate shall be final.

26. Damage or Loss of Property & Accidents

- a) In no circumstances will the Committee accept any responsibility for the loss, theft, damage of or to any goods or property of the Hirer or of any person, left deposited or brought into the premises or precincts or deposited with any Member or Servant of the Committee. All Hirers must produce evidence of his/her own insurance cover at least 14 days prior to the booking date.
- b) The Hirer shall indemnify the Committee, their members and servants against all claims, demands, actions or proceedings in respect of the death of or injury to any person or damage to, loss of property belonging to any person arising out of the use of the hall otherwise than as a result of the defective condition of the hall or the Committee's equipment or the negligence of the Committee, its agents, members or servants.
- c) The Committee will hold the Hirer responsible for all damage to their property not covered by insurance

27. Insurance - The Hirer is Responsible for Their Own Third Party Insurance

- a) All Hirers are responsible for all Third Party Claims involving injury to persons or damage to property where the Hirer has been negligent.
- b) Hirers must comply with any conditions which the Insurance Company may impose in respect of any extra insurance risk.

The Hirer is required to ensure that music provided at the Hired Premises shall not cause a nuisance to occupiers of neighbouring property, and any form of amplification shall be controlled by the Hirer to prevent such a nuisance.

The Hirer is advised that if excessive noise is caused, the Committee may refuse future applications, and could jeopardise the hire of any other council public hall.

If you agree with these Terms & Conditions please sign and date below:

Full Name:

Signature:

Date of Booking:

Date of Signature: