



## BUCKHURST HILL PARISH COUNCIL

### RODING VALLEY HALL REGULATIONS AND CONDITIONS OF HIRE

#### 1. Procedures.

- a) The Proprietor of the Roding Valley Hall is the Buckhurst Hill Parish Council, (hereinafter called "the Council", unless otherwise noted).
- b) All references to 'he', 'him' and 'his' in these regulations shall be deemed equally to apply to the feminine. Similarly, any reference to the singular shall also apply to the plural.
- c) All booking enquiries should be made at the Parish Office, 165 Queens Road, Buckhurst Hill, Essex, IG9 5AZ 020 8498 9933 office@buckhursthillpc.gov.uk
- d) Bookings must be made by the submission of a correctly completed booking form to the Council, accompanied by full payment of all fees and separate contingency deposit charges, Cheques should be made payable to the Buckhurst Hill Parish Council or by BACS to the Council's bank account (refer to your invoice or application form for our bank account details).
- e) No applications will be accepted from anyone under the age of 21 years.
- f) The signatory of the booking form shall be deemed the Hirer.
- g) All booking times are to be strictly adhered to. You must allow time in your booking for preparation and clearing up.
- h) The hall must be left in a clean and tidy condition; otherwise a charge will be made.

#### 2. Available Accommodation and Fees.

The accommodation for hire consists of the following sections;  
The Hall and Stage Area and the Kitchen.

Maximum Capacity for use which must not be exceeded is as follows;

##### Hall:

Standing only events (No tables or chairs)	225
Functions such as Weddings/Dances	150
Note: 50% floor space for standing & 50% seated with tables	
Fully Seated Events (No Tables)	110
Note: An additional central gangway of 1m must be present	
Fully Seated Events (With Tables)	70

Bookings of any of these, separately, or in combination, will depend upon availability and will be costed according to the Scale of Current Charges, (published on the first of April, annually and subject to annual review), issued with these conditions.

#### 3. Use of Fixtures and Equipment.

- a) Use of tables, chairs, crockery, cutlery, glass and other utensils for refreshment will be included within the hire fee for the appropriate section of the hall under hire. The **Hirer** will be responsible for returning the above to a clean and tidy condition after his/her use.
- b) The **Hirer** shall indemnify the Council for the loss of, or damage to any hall equipment, fixed or free standing, which may occur during the course of the hire period.
- c) The hall piano is available and is situated on the stage should the Hirer wish to use.



4. **Contingency Deposits.**

- a) In addition to the Hire fee, the Council charge a Contingency Deposit in advance. This must be paid at least one month prior to the booking and will be applied to all liabilities indemnified by, or associated with the **Hirer**. (See also clauses 1(d), 6,7,11 and 15(f).)
- b) Should such liabilities exceed the Contingency Deposit; the balance will be charged to the Hirer at the Council's discretion.

5. **Insurance**

On confirmation of hire and by return of these signed Terms and Conditions, please provide a copy of the Hirers' insurance if applicable.

6. **Car Park.**

- a) The Council does not accept any responsibility for cars parked in the Hall Car Park.
- b) Exits and Entrances to the Car Park and Disabled Parking Bay must not be obstructed.
- c) The Car Park will be closed 15 minutes after the completion of the hire period.
- d) Following Late-night bookings, the **Hirer** will be responsible for patrons leaving the hall as quietly as possible, to cause the minimum disturbance to neighbouring residents.

7. **Hirer's or Agent's Equipment.**

- a) Any equipment brought into the Hall must be removed immediately following the end of the booking period, or on demand.
- b) Unfortunately, bouncy castles or inflatables are not permitted.
- c) If any equipment of the Hirer, or his agent is not removed from the Hall within the hire period, additional arrangements for its collection or storage must be made with the Council, at the **Hirer's** expense.
- d) **The Hirer** shall indemnify the Council in respect of any claims, expenses or costs incurred as the result of a failure to remove any item.

8. **Nuisance and Disturbance.**

- a) The **Hirer**, (or his agents and representatives), shall not, by his actions, directly or indirectly, during the period of hire, cause any nuisance, noise or disturbance to the public or neighbouring residents.
- b) The **Hirer** is responsible for the levels of noise and/or disturbance emanating from the premises during the period of hire and shall fully indemnify the Council against all costs, fines and legal charges incurred by the Council as a result of a complaint upheld by Environmental Health Officers.
- c) The **Hirer**, or his agent, shall make no attempt to disengage, adjust, or otherwise interfere with any sound limiting equipment installed at the Hall by the Council.
- d) The **Hirer** shall be responsible for the actions of his patrons or other persons permitted access to the premises during the period of hire
- e) The Council reserves the right to refuse access to, or to call for the ejection from the hall, without explanation, of any person, who in the opinion of the Council Representative is causing a disturbance. The **Hirer** will be required to co-operate.

9. **Hirer's Agents and Employees.**

- a) All **Hirers** are responsible for their own catering.
- b) The **Hirer** shall be fully responsible for the entertainment provided.



- c) The **Hirer** must notify the Council of the names and addresses of all agents and persons engaged on his behalf relating to the hiring, prior to the booking date.
- d) The **Hirer** shall be responsible for all actions and undertakings on his behalf in connection with this hiring, by his agents, representatives, employees or hired staff, whomsoever.
- e) The Council reserves the right to refuse access to any agent, caterer, entertainer, disc jockey, or other persons engaged by the **Hirer**.

**10. Sub-letting.**

No sub-letting of the premises is permitted.

**11. Sale of Alcohol**

- a) No alcohol shall be sold or offered for sale on the premises, except with the consent in writing of the Council.
- b) If it is intended to sell alcohol during the course of the hire period, a Magistrates occasional liquor licence for the period must be produced to the Council, prior to the date of hire

**12. Damage to Third Party.**

The **Hirer** agrees to indemnify the Council against all claims or damages sustained by a third party during the period of hire.

**13. Productions and Stage Entertainment**

- a) Details of the terms, conditions, regulations and provisions required by the Epping Forest District Council (EFDC) for the issue of Occasional Licences for Plays, or Music and Dancing, may be obtained from their Environmental Services Department, Civic Offices, High Street, Epping, Essex, CM16 4BZ. Ignorance of this information will not constitute a defence for failure to comply.
- b) **The Hirer** will indemnify the Council from any liabilities which the Council may incur in consequence of any breach or default by the Hirer or his non-compliance with the conditions, regulations and provisions imposed by all Licensing Authorities.
- c) It is the **Hirer's** responsibility to obtain the appropriate Occasional Play Licence, or for Music and Dancing, whichever may apply and all conditions, regulations and provisions imposed by the Licensing Authority (EFDC) in issuing such a licence, must be strictly complied with by the **Hirer**, his representatives, and stage company members
- d) If stage lighting is to be used, the **Hirer** shall satisfy the Council that a competent person shall be available during all the periods of use. Any damage or defect shall be reported to the Council or its representative immediately. The **Hirer** shall indemnify the Council for any such damage caused.
- e) If it is the intention of the **Hirer** to employ additional Stage Lighting which will use stage lighting power sources other than those provided, the **Hirer** must give details to the Council of his intentions and of the electrical current demand. If within the certified limits of the circuits available, permission will not be with-held.
- f) No naked flame or pyrotechnics are to be used. It is the Hirer's responsibility to notify the Fire Officer of the details of the production and his requirements satisfied as to the fireproofing of equipment, scenery, costumes, (etc) and the **Hirer** shall exhibit such proofs and certificates to the Council.
- g) The **Hirer** shall take responsibility for the use and security of all props and equipment taken onto the hall premises.
- h) The Council shall not be liable for any costs, fees or licences incurred to the **Hirer** and/or fines or charges caused by the **Hirer's** omission to observe these requirements and the **Hirer** shall indemnify the Council against all losses.



**14. Copyright, Musical Licensing and Content of Entertainment.**

- a) The **Hirer** shall comply with the terms and conditions of the current version of the Copyright Act and shall pay all royalties due to the copyright holders of any play, musical play, operetta, opera, or pantomime script.
- b) The Hall is licensed by the Performing Rights Society (PRS), under the Copyright, Designs and Patents Act, 1988. Any booking which will include the use of music and not already exempted by (a) above will be charged the additional Performing Rights Society fee as stated on the booking form.

**Exemptions**

- (i) Music covered by the royalties required for performing any musical production defined in 13 (a), above.
  - (ii) Music which is out of copyright as defined by the Performing Rights Society.
  - (iii) Religious music, hymns and Masonic music.
  - (iv) Hirers already possessing a current P R S licence. (To be produced for inspection at least four weeks before the booking. Failure to do so may result in cancellation of the booking.)
- c) The **Hirer** shall indemnify the Council from all claims arising from the **Hirer's** failure to comply with these conditions.
  - d) The **Hirer** shall make available to the Council, a copy of the script of any production.
  - e) The Council reserves the right to refuse any event, without offering explanation.
  - f) The **Hirer** shall indemnify the Council against any claim as a consequence of an offence under the current version of the Public Order Act, whether by incitement by the content of a theatrical production, or by disorderly conduct in the hall or within its boundaries. The **Hirer** shall maintain good order throughout the letting in hall premises and car park.

**15. Unforeseen events.**

- a) The Council will not be responsible for any loss or damage suffered by the **Hirer**, should the use of the hall be rendered impossible by reason of accident, force, strike, lockout, or other forces out of its control. The Council will return the charges already paid to it by the **Hirer** in such a case. No other compensation shall be payable by the Council.
- b) No responsibility will be accepted or compensation paid in the event of loss or damage by the **Hirer** on account of a temporary failure of any hall facilities or services,

**16. Conditions of which the Hirer must take special note.**

- a) **The hall will be inspected by the Hirer and the Council's appointed officer at the beginning and the end of the letting.**
- b) **No appointed officer of the Council is required to assist in the setting up/clearing away of tables, chairs or any other equipment. It is the Hirers responsibility to set up and clear away tables, chairs or equipment at the start and end of the hire period**
- c) **No fastenings of any nature shall be driven into any part of the fabric of the premises**
- d) **No wax, chalk, or other powder shall be placed upon the floor.**
- e) **The Council, or its appointed officer, reserves the right to refuse to allow any article into the building which, in their opinion, is considered dangerous or offensive**
- f) **Gratuities shall not be paid to any employee of the Council.**



- g) The Council reserves the right, at its discretion, to levy an additional charge for cleaning or sanitary duties in excess of that normally provided following a period of hire.
- h) The Hirer shall indemnify the Council, its Officers and Staff, against all actions, expense, damages, penalties arising out of, or in any way connected with the letting, or accident or loss which may happen to or be sustained by any person by reason thereof.
- i) A responsible adult must undertake to remain continuously on the premises throughout the letting, whilst the premises are open for the purposes for which the letting was intended, and personally to return control of the hall to the Council's appointed officer.
- j) The Council will not be responsible for the loss or theft of, or damage to, any goods or property of the Hirer or of any other person deposited or brought to the Hall.
- k) No alterations shall be made to the lighting, heating, fixtures, fittings or other arrangements of the Hall, except with the consent in writing of the Council. The Council Representatives retain the right of entry to the hall at any time.
- l) The hall is fitted with a sound limiting device which will cut the power to the electrical sockets if noise levels exceed what is deemed an acceptable level by government regulations. The operational panel situated within the main hall indicates when sound is reaching a level where the power will be cut. In addition if fire doors within the hall are opened, power will be cut to the sockets also.

**17. Fire Regulations of which the Hirer must take special note.**

- a) It is prohibited to prop or wedge open fire doors for any purpose and for any period of time.
- b) No fire doors must be blocked with any equipment or furniture whatsoever
- c) A one meter boundary between the walls and the nearest piece of furniture or equipment is to be maintained at all times to ensure a clear line of evacuation. Hirers must also ensure all routes to fire escapes are clear during the duration of their hire period.
- d) The maximum occupancy for the hall must not be exceeded at any time.
- e) No portable electrical equipment may be used unless it has undergone the relevant PAT test. In addition, the use of deep fat fryers and extension leads is prohibited.
- f) A register of all persons present must be taken at the start and during the hire period to ensure all persons can be accounted for in the event of an evacuation.
- g) The Hirer is responsible for ensuring all those present during the hire period are aware of the fire exit routes.
- h) The Hirer is responsible for ensuring he is familiar with the location and operating instructions of the fire extinguishing equipment and for ensuring other members of the group are also briefed in this regard.

**18. Additional conditions of hire for regular hire groups**

- a) Each regular hire groups will be required to maintain a set hire period with the same start and finish times.
- b) Changes to the start and finish times of any session must be given in writing one month in advance.
- c) Any bookings required in addition to regular hire periods must be booked a minimum of one month in advance but no more than six months in advance.
- d) Any cancellations must be received, in writing, one month in advance.



- e) All groups are required to remove their equipment from the premises at the end of each and every hire period.
- f) Any group booking two sessions in one day is required to remove their equipment from the hall between sessions. This ruling is necessary in order to comply with our insurance and fire officer requirements
- g) The regular hire period of any group will take preference over another group seeking to book an extension or additional on-off session.
- h) No bookings will be accepted in one calendar year for the next.

**19. Fire Regulations of which all regular Hirers must take special note**

- a) All regular hirers must undertake fire drills (minimum two per year) and appropriate records kept. Fire Wardens must also be appointed
- b) A Fire Risk Assessment must be completed by all regular hirers and a copy made immediately available to Buckhurst Hill Parish Council or Fire Officer if requested.

**20.** The Council reserves the right to cancel the booking if it considers any breach of these conditions has occurred, by the **Hirer**, his agents or employees. The opinion of the Council or its representative(s) shall be final as to the breach of any condition or appropriateness of any activity.

Signed ..... Date .....

Print Name .....

On Behalf of (Club/Organisation) .....