



TERMS & CONDITIONS of HIRE

Interpretation of these terms and conditions

“Trustees”	The elected members of Burghclere Parish Council are the Trustees.
“Hirer”	An individual or in the case of an organisation the authorised representative.
“Caretaker”	A person intrusted by the Trustees to supervise the care of the Portal Hall.
“Hire”	A period time as defined on the agreed booking form.
“Fee”	The cost of the hire for the agreed period of time.
“Deposit”	A 25% payment of the Fee to secure the Hire.
“Security Bond”	A amount of money as set out in the schedule of charges.
“Hall”	Refers to any part of the building known as The Portal Hall & Club Room and includes the Grassed Area’s known as the Side Lawn and Memorial Garden, Tarmacked car parking to the front and side of hall including gravelled area.

1. Acceptance of Terms and Conditions:

- 1.1. Use of the Hall is subject to the following Terms and Conditions. The Hirer must agree to abide by the Terms and Conditions of Hire and sign or electronically except the Hire Agreement before using any of the Hall Facilities.

2. Payment Policy:

- 2.1. Bookings are secured by payment of a 25% deposit for each Hire (or multiple’s thereof), an invoice will be issued detailing the hire and the required payments.
- 2.2. Full payment for the Hire must be made 28 days before the event or the booking will be cancelled. Short Notice bookings less than 28 days before the event will require full payment at the time of booking. Cancellation by the Hirer within 28 days of the event will incur a charge of 50% of the fee.
- 2.3. Where alcohol is to be served during the hire or it is for commercial use then there is a security bond of £250 will be required, refundable on satisfactory inspection of the Hall, grounds and contents.
- 2.4. The Bond will normally be repaid in full no later than 14 Days after the event unless damage, loss or extra cleaning is deemed necessary. Deductions will be made before any refund and extra charges may be levied if in the opinion of the Trustees, cleaning, damage or loss, exceed the value of the Bond. Any refund of the Bond will be delayed until the full extent of costs has been assessed.
- 2.5. The Hirer is responsible for any damage caused to the premises, loss incurred to the premises and/or contents by the Hirer or persons associated with the event during the period of hire, and will be responsible for any reinstatement cost.
- 2.6. Cost of hiring is reviewed annually and the prices charged will be those in force at the time of the hiring regardless of when the booking was made.
- 2.7. In the event of the premises being unavailable due to (other) circumstances beyond their control the Trustees shall not be liable for any loss sustained by the hirer. The Hirer shall be entitled to a refund of any deposit or hiring fee already paid.

3. Bookings and Hiring:

- 3.1. The Hall may be hired by anyone 21 years old or over.
- 3.2. When the Hirer is not known to the Booking Administrator or Trustees, the Hirer will be asked to produce personal identification and proof of address.
- 3.3. Bookings will only be accepted on a completed Booking Form submitted to the Booking Administrator.



- 3.4. The Booking Administrator has the right to refuse a booking of the Hall provided the action is reported to the Trustees. The Trustees may refuse use of the Hall facilities if they consider that the hiring would lead to a breach of the Terms and Conditions of hire or if for whatever reason the premises are considered unfit for the intended use.
 - 3.5. The Hirer will agree to enforce The Portal Hall, Terms and Conditions of Hire for the period of the hire. Any incident arising from the result of failing to comply with the Terms and Conditions of Hire will be the sole responsibility of the Hirer.
 - 3.6. The Hirer shall only use the premises for the purposes agreed when the booking was accepted 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 same or render invalid any insurance policies in respect thereof.
 - 3.7. The Hire of the Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Bookings Administrator.
4. Cancellation of Hiring:
- 4.1. If the Hirer gives 4 weeks' notice to cancel the booking then a full refund will be given. If less than 4 week's then no refund will be given. The Trustees reserve the right to cancel any hiring by written notice to the Hirer in the event of:
 - 4.2. The Trustees are required by law to make available the premises for use as a polling station.
 - 4.3. The Trustees consider that such a hiring will lead to a breach of the licensing conditions, if applicable, or other legal or statutory requirements, unlawful or unsuitable activities will take place as a result of the Hiring.
 - 4.4. The premises become unfit for the use intended by the Hirer.
 - 4.5. An emergency, requiring use of the premises as a shelter for victims of a disaster, Control and/or Incident Centre and/or Assembly point.
 - 4.6. The Trustees reserve the right to request a Hirer to alter timings or cancel an event within reason to allow another booking to take place which is in the interest of the Pinder Recreational Trust.
 - 4.7. In any such case the Hirer shall be entitled to a full refund of any money already paid, but the Trustees shall not be liable to the Hirer for any direct or indirect loss or damage resulting from the cancellation whatsoever.
5. Maximum Capacity:
- 5.1. Fire regulations restrict the number of person occupying the premises to:
 - 5.2. Main Hall: Theatre style = 160 persons, Seated at Table = 120 persons, If a dance area is required = 100 persons
 - 5.3. Club Room: Theatre style = 37 persons. Seated at Table (Classroom) = 14 persons.
6. Safety of Vulnerable People:
- 6.1. Hiring of the Hall for groups other than private parties involving children under 8 years of age or vulnerable adults will only be accepted if the organisation can give evidence of affiliation to an appropriate governing body. For private parties a ratio of one adult to five children will be required.
 - 6.2. Any individual wishing to run classes or events for unaccompanied persons under the age of 16 years, other than a private party, must comply with the provisions of The Children Act 1989 and subsequent revisions and additions and produce a Criminal Records Bureau certificate and Child Protection Policy on request, before their hire will be accepted.
7. Health and Safety:
- 7.1. The Pinder Recreational Trust Health and Safety Policy must be read, understood and adhered to at all times. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.



- 7.2. Upon completion of the Hire Agreement the Hirer will ensure that they have received documented instruction in the following matters:
 - 7.2.1. The action in the event of fire includes calling the Fire Brigade and evacuation of the Hall.
 - 7.2.2. The Location and use of the fire and first aid equipment.
 - 7.2.3. Escape routes and the need to keep them clear.
 - 7.2.4. Method and operation of escape door fastenings.
 - 7.3. In advance of entertainment or a play the Hirer shall check the following items:
 - 7.3.1. That all fire exits are unlocked and escape routes clear of obstruction.
 - 7.3.2. That fire doors are not wedged open.
 - 7.3.3. That exit signs are illuminated.
 - 7.3.4. That there is no obvious fire hazards in or around the premises.
 - 7.4. The Hirer must nominate 2 competent adult persons (for up to 100 persons) or 3 competent adult persons (for 101 to 160 persons) to take charge in case of Fire, to ensure that all persons at the Hall can escape unimpeded through the Fire Exits.
 - 7.5. The competent adult persons must have a fully charged Mobile Phone. There is no public phone in the Hall or locality.
8. Emergency Procedures:
- 8.1. If You Discover a Fire (No matter how small) Don't panic
 - 8.2. Immediately verbally (shout) to raise the alarm.
 - 8.3. Ask people to leave the hall using the exit(s) (see Hall and surrounding area plan appendix) furthest away from the fire and
 - 8.4. To follow the "Fire Assembly" signs into Church Lane towards the Primary School and assemble in the nominated grass assembly area.
 - 8.5. Do not stop to collect belongings.
 - 8.6. Shut internal doors, including the kitchen hatch
 - 8.7. Telephone the emergency services
 - 8.8. Attack the fire if possible, only if you know how to use the appliances provided, but without taking personal risk. See appendix for a plan of the hall showing the location of the emergency exits, fire extinguishers and fire blanket.
 - 8.9. Once you are sure everyone is safely out of the building shut all external doors.
 - 8.10. Ensure clear access for the emergency vehicles.
9. Explosives and Flammable Substances:
- 9.1. Bringing Fireworks into, or the ignition of Fireworks in the Hall or grounds, is expressly forbidden.
 - 9.2. Highly flammable substances are not to be brought into, or used in any part of the premises.
 - 9.3. No Gas (LPG) cookers or rings are to be brought into, or used in any part of the premises.
 - 9.4. No Naked Flames (This includes Candles & similar items).
 - 9.5. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.
 - 9.6. No decorations are to be put up near light fittings and/or heaters.
10. Heating:
- 10.1. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
11. First Aid/Accidents:
- 11.1. There is a first aid box located in the kitchen.
 - 11.2. The nearest hospitals with A & E facilities are:
 - 11.2.1. Basingstoke and North Hampshire Hospital, Aldermaston Road, Basingstoke, Hants, RG24 9NA
Tel: 01256 473 202 (10.6 miles)
 - 11.2.2. Royal Berkshire Hospital, London Road, Reading, Berkshire, RG1 5AN
Tel: 0118 322 5111 (17.6 miles)
12. Reporting:
- 12.1. If there is an accident or incident of any type please fill in the accident book that is in the first aid box located in the kitchen. The booking admin or a Trustee must also be informed as soon as possible.

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12.2. Depending on the seriousness or type of the accident or injury or the person being transported to Hospital a formal report form should be completed. The Trustees Clerk or Booking Admin will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. Barbeques:

13.1. The risks posed by the use of barbeques within the hall grounds is such that barbeques are only permitted under proper supervision that is: by a professional catering company.

14. General:

- 14.1. The Hall is a NON SMOKING venue. Hirers are reminded that the premises are fitted with very sensitive fire and smoke alarms. This also applies to disco smoke effects.
- 14.2. Any equipment used must be returned to its proper storage space after use.
- 14.3. Decorations such as balloons and streamers may only be attached the small hooks provided fitted to the beam supports around the hall, and the metal rods running across the hall Please do not use pins or adhesive tape on the walls, woodwork or paintwork. Blu-tac may be used on the brick work only.
- 14.4. All waste generated by Parties, Weddings and other large functions must be bagged and removed from the premises by the Hirer.
- 14.5. All waste from Bars (empty bottles, cans, box's etc.) must be removed by the person (s) responsible for running the Bar.
- 14.6. Should the hirer not wish to carry out the above tasks 14.4 and 14.5 then an additional charge of £40 will be levied for the disposable of the waste.
- 14.7. Any electrical equipment brought onto the Hall premises by the Hirer, or on behalf of the Hirer (i.e. Music players, Disco equipment, Etc.) must be PAT Certified.
- 14.8. In respect of those who live in the proximity of the Hall, please be as quiet as possible when leaving the Hall, especially if it is late at night.
- 14.9. Please ensure that all heaters and lights are switched off, and all doors and windows are securely closed when you leave and lock up the Hall.
- 14.10. Improper operation of fire extinguishers or equipment will result in the automatic loss of the deposit.
- 14.11. If by reason of infirmity the hirer is not able to set up or replace any equipment then arrangements can be made with the Booking Administrator for the equipment to be set out and replaced on the hirer's behalf. The Booking Administrator must be made aware at the time of booking if this assistance is needed. This service is at the discretion of the Booking Administrator.

15. Health and Hygiene:

15.1. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and internal fridge thermometer.

16. Gaming, Betting and Lotteries:

16.1. 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.

17. Drunk and Disorderly Behaviour and supply of Illegal Drugs:

17.1. 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 or 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.

18. Animals:

18.1. 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 Booking Administrator. No animals whatsoever are to enter the kitchen at any time.

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19. Smoking:

- 19.1. The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.
- 19.2. All smokers are requested to use the ash box at the main entrance to dispose of cigarette ends. Please do not throw them on the ground.

20. Fly Posting:

- 20.1. 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 Trustee 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.

21. Loss of Property:

- 21.1. The Trustees cannot accept responsibility for damage to, or the loss or theft of, User Groups or Users property and effects.

22. Completion of Hiring period:

- 22.1. The hirer shall be responsible for leaving the premises in a clean and tidy condition; returning any equipment used to its normal storage area (this includes Tables & Chairs) and washing any utensils, tables and/or work surfaces that have been used. All Kitchen equipment must be must be left clean.
- 22.2. Floors to all areas must be swept and tidied after use, A mop & bucket, broom and dustpan is provided.
- 22.3. If the Hirer fails to complete the above tasks to the satisfaction of the Caretaker or a Trustee then an additional charge of £40 will be levied or be deducted from the Security Bond.
- 22.4. Should the hirer not wish to carry out the above tasks then an additional charge of £40 will be levied.
- 22.5. When the hirer wishes to clean and tidy up the morning after an evening event, arrangements to do so must be made with the Booking Administrator at the time of booking. This option will be granted unless there is a conflicting booking the next day.

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