

Schedule of Conditions of Hire for Weedon Old Schoolroom

29/31 High Street, Weedon, Aylesbury, Bucks HP22 4NW

Registered Charity No. 1073035

Standard Conditions of Hire

WE, the Management Committee of the Weedon Old Schoolroom Charity (registered no. 1073035), hereby confirm:

- We will make the Weedon Old Schoolroom (the premises) available in a clean and tidy condition for your hiring at the times agreed.
- That in cold weather [but not between 1st June and 30th September] the central heating boiler will be switched on for the period of the hiring and for an advance period to enable an appropriately comfortable temperature at the start of your hiring.
- That the premises are fully insured, including against Public Liability claims, up to a value of £5 million.
- That the premises are regularly reviewed by Fire Officers, Health and Safety Representatives and Environmental Health Inspectors, and that we carry out an annual Fire and Safety Risk Assessment review.
- That we hold the following licences for the premises, copies of which are displayed in the display rack in the front entrance area.
 - (i) Public Entertainment Licence from Buckinghamshire Council (formerly Aylesbury Vale District Council), permitting music and dancing, and performances of plays and films
 - (ii) Performing Rights Society Licence, permitting use of copyright music in any form

In case of complaint about the premises or its representatives, you are directed to our Complaints Policy and Protocol for informal or formal resolution.

YOU, the Hirer of the Weedon Old Schoolroom, hereby confirm:

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions and any Special Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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.

As directed by us, you must 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.

3. Use of premises and access

You must not use the premises for any purpose other than that described in the Agreement. You must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way. You must not do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

- (i) You will have access to a key to the side “cottage” door and a cleaning cupboard key. The cottage door key should be replaced in the key box immediately after that door has been opened at the beginning of your hire, as other hirers of different rooms may need it before the end of your hire.
- (ii) You should not divulge the key box code to any third party.
- (iii) The cleaning cupboard key is on a hook to the left and above the cupboard door.
- (iv) The rear exit is for emergency use only, and under no circumstances should it be used for deliveries or other access to the building.
- (v) Your attention is drawn to the notice on the front wall of the premises, recommending that the car parking spaces directly outside the front door are reserved for the disabled.

3A. Use of equipment on the premises

- (i) Any failure of equipment either of that provided on the premises or brought in by you must be reported as soon as possible to us.
- (ii) Any breakages should be recorded on the list affixed to the kitchen door, and broken items should be wrapped carefully in the padded bag to be found in the middle kitchen drawer, prior to disposal in the waste bin.
- (iii) If a fire extinguisher is discharged without due cause, you will be expected to bear the full cost of a replacement.
- (iv) In the interests of safety and the prevention of damage, at least two people shall assist when moving larger items of furniture such as tables.

4. Insurance and indemnity

- (i) You are liable for:
 - a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents;
 - b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service;
 - c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service; and

- d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause 4(ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - a) any insurance excess incurred; and
 - b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Bookings Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music copyright licensing

Although we hold a licence with the Performing Rights Society (PRS), you may, if you are a commercial hirer, need a further licence from PPL (Phonographic Performance Licence) to play recorded music. You should supply us with a copy of such licence before the start of the first class.

7. Music

Under the Deregulation Act 2015, you must have our written permission for performance of live music and the playing of recorded music. This Agreement acts as that permission.

8. Film

Under the Deregulation Act 2015, you must have our written permission to show a film. This Agreement acts as that permission. You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film.

9. Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our own Fire and Safety Risk Assessment, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. Copies are available online on the Weedon website <https://weedonbucks.org.uk/index.php/the-old-schoolroom/weedon-old-schoolroom-policies> and in the document racks in the front entrance area.

You must also comply with our Health and Safety Policy. A yellow file is available in the middle drawer to the right of the sink in the kitchen.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Bookings Secretary.

- (i) You acknowledge that you have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment. A printed copy of the Emergency Action Plan "*Instructions to be followed in the event of Fire*" is located in each room of the Premises and in the yellow Health and Safety Policy file.
 - Escape routes and the need to keep them clear.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid equipment.
- (ii) In advance of any activity, whether regulated entertainment or not, you must check the following items:
- All fire exits should be unlocked.
 - All escape routes should be free of obstruction and safely usable for instant free public exit. Ensure all trailing cables are covered.
 - Any fire doors should not be wedged open.
 - There should be no fire hazards on the premises.
 - Exit signs should be illuminated.

The emergency lighting supply illuminating all exit signs and routes will come on automatically in the event of a mains failure.

However, the two switches for the main hall emergency exit lights need to be put on at the start of a booking taking place after dark – one near the main light switches at the front entry door, and one by the door leading to the toilets. Please switch off at the end of your hiring.

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must ensure that any sound amplification equipment is switched off at 11pm.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) No-one attending the event consumes excessive amounts of alcohol;
- (ii) No illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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 thermometer.

No food items shall be left in the refrigerator or elsewhere on the premises after the hiring, except with our express consent, and in appropriate closed containers.

Any spillages must be cleaned up without delay using mop and bucket, which are to be found in the cleaning cupboard. Wet floors should be signalled with the yellow A-board notices provided. When using cleaning materials, manufacturers' instructions should be followed. Cleaning materials should not be left unattended and should be returned to the cleaning cupboard after use. The cleaning cupboard should be locked when not in use.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

15. Stored equipment

Equipment may only be stored on the premises with our express permission and storage fees may be charged at a rate agreed in advance with you.

Unless expressly agreed otherwise, we accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to above by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended;
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking and Vaping

No smoking or vaping is permitted inside the premises. You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ask any person who breaches this provision to leave the premises.

You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. A cigarette bin is provided for smokers which must be taken outside the building for use, and returned to its position behind the large front door. At the end of the hiring, you are responsible for emptying the contents of the cigarette bin into the landfill bin, and cleaning the cigarette bin.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our hall equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible on the Accident Record Sheet, to be found in the middle drawer in the kitchen.

You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Bookings Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) highly flammable substances are not brought into, or used in any part of the premises;
- (ii) no internal decorations of a combustible nature are erected without our consent;
- (iii) no decorations are put up near light fittings.

You should take particular care when using naked flames [e.g. candles, matches, lighters], should never leave them unattended, and should extinguish them safely.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. Under no circumstances will you be permitted to use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and Assistance dogs are allowed on the premises with their owners. No other animals or birds are permitted on the premises without express permission from us.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify us and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this condition. If you fail to observe this condition, you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. WiFi services

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) NOT TO USE the WiFi service for any for the following purposes:
 - a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - c) interfering with any other persons use or enjoyment of the WiFi service; or
 - d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.
- (ii) To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi service

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device.

- (iii) Our WiFi service is only available to your device when it is within the operating range of the main hall.
- (iv) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally.
- (v) We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service.
- (vi) Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. WiFi privacy and data protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using our WiFi service, you agree to the terms of clauses 23, 24, 25 and 26 in these conditions. If you would like more information or object to anything, you should contact the Management Committee Secretary.

27. Cancellation

If you wish to cancel the booking less than 24 hours before the date of the event we may, at our discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 such cases, you will receive a full refund of any deposit or advance fees already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

27A. Right to refuse a booking

We reserve the right to refuse a booking.

28. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured and everything returned to its pre-hire condition, unless directed otherwise.

We may make an additional charge for any non-compliance.

- (i) At the end of the hire all exterior windows should be closed. All internal doors should be closed. The cleaning cupboard and all exterior doors should be locked.
- (ii) Any contents and equipment temporarily removed from their usual positions should be properly replaced.
- (iii) Any temporary decorations should be removed unless we have agreed they can remain (eg. Christmas decorations).
- (iv) All blanking plates on electrical sockets should be replaced after use.
- (v) It is most important that each radiator in the main hall is returned to a setting of IIII.
- (vi) Cleaning equipment can be found in the cupboard under the stairs. Floor cleaning in the main hall must only be done with water, not with any liquid detergent or any cleaning fluids.
- (vii) Bins are provided for food waste and landfill items. All items for recycling must be taken away with you.

29. No alterations to the fabric of the premises

You must not make any alterations or additions to the fabric of the premises without our prior approval.

'Blu-tac' (or equivalent), sticky tape and drawing pins may ONLY be used on non-painted surfaces. No holes may be drilled into walls, doors or panelling.

30. No rights

This Agreement constitutes permission only to use the premises during the period of the hiring and confers no tenancy or other right of occupation on you.

Special Conditions of Hire

YOU, the Hirer of the Weedon Old Schoolroom, hereby confirm the Special Conditions of Hire: