

The Thatcham (Old Bluecoat School) Charity
Chapel Street
Thatcham
RG18 4QN



Terms and Conditions of Hire

January 2025

Changes since April 2023

Helen Berry replaces Ai Watkinson as Bookings Administrator Cl. 3
Comments concerning light refreshments deleted Cl. 5.8
Fly posting Cl 5.17 deleted
Fire assembly point reinstated at the car park noticeboard Cl. 6.2
Callout contact details revised. Cl. 8.0

Changes since September 2024

Cl 3.2 - 3.5 revised to reflect new hire charges.
Cl 6.1 & 6.3 Safety: Hirer responsible for reporting incidents. No open flames.

STANDARD TERMS AND CONDITIONS

These standard conditions apply to all hirers of the Old Bluecoat School (OBS). If the Hirer is in any doubt as to the meaning of the following, The Thatcham (Old Bluecoat School) Charity, herein after referred to as The Trust, should immediately be consulted. Failure to comply with any of the conditions of hire will result in forfeiture of part or all of the refundable deposit.

Hirers are reminded that the Old Bluecoat School is a Grade I listed building, making it one of the most important buildings in the country. It is essential, therefore, that Hirers treat the building with the utmost respect at all times.

The Trust has been granted a 99-year lease to run the building and the registered charitable objectives are as follows:

- a. To maintain and preserve the building.
- b. To use the building for community use relating to education, leisure and recreation.

For the avoidance of doubt, the Trust does not consider that the following activities fall within its charitable objects and it is unlikely that any organisation or individual seeking to hire the building for the following activities will be granted consent:

- Political or religious meetings or similar activities.
- Trade Union meetings.
- Protest or activist groups.
- 18th or 21st birthday parties or similar.
- Meetings or events which may attract adverse publicity, risk of counter demonstrations or threats to people or property.
- Meetings or events which are likely to cause disturbance to our neighbours or to nearby roads and car parks.

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose. The premises shall not be used for Licensable activities unless permission has been granted by the Trust.

The maximum capacity of the building is 60 persons.

No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

The Trust will review this policy annually.

1. Responsibility

The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, the care of the fabric and the contents, and the behaviour of all persons using the premises whatever their capacity, including supervision of their vehicles in Old Bluecoat School car park.

As directed by the Trust, the Hirer shall 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. Emergency equipment must not be tampered with.

The Emergency Services, the Environmental Health Department and the Trading Standards Department shall have free access to all parts of the premises during the hire.

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and being on the premises at all times when their event is taking place.

2. Insurance

Hirers for business or commercial purposes (as determined by the Trustees) shall hold a Public Liability Insurance policy and supply details of that policy on request.

3. Hiring

Hire Time and Hours of Opening

The Hirer will be charged from the time of access to the premises until the time of departure. The premises must be vacated on expiration of hiring time. Failure to vacate the premises will result in an additional charge being made in accordance with the Trust's scale of charges (minimum half an hour). Hours of opening shall be 8.00 am hours to 10.00 pm. Any variation to these conditions will be at the discretion of the Trust.

Enquiries and Bookings

Please contact the Trust's Booking Administrator Helen Berry on 07570 097332 for assistance or email enquiries.bluecoatschool@gmail.com.

3.1 Booking Form

All hirers are required to complete a booking form to accept the terms and conditions of hire. The booking form and calendar of availability are available on www.oldbluecoatschool.org.uk/hire-the-obs.

Hirers may cancel their booking and obtain a refund of any monies paid if the Trust is notified of the cancellation in writing at least 14 days before the date of hire.

General Data Protection Regulations 2018 (GDPR).

Personal information collected through the booking process will be secured safely and not shared with persons outside of the Trust. All data will be destroyed within 24 months of the termination of your hire. Statistical information from data collected may be used in public reports.

3.2 Regular Hirers

A Regular Hirer is defined as one who makes multiple bookings on one Application which are covered by one Deposit payment. Regular hirers typically hold a Front door key issued by the Trust. Hirers may not

have duplicate keys made, although the Trust may supply a second key on request. All keys must be returned at the end of the hire.

Regular hirers will be invoiced monthly in arrears. In the case of a new regular hirer, a single refundable Deposit of £100 shall be paid to the Trust in advance of the first hire date. The refundable Deposit will be repaid to the hirer on completion of the regular bookings if the terms of the hire agreement have been complied with. A minimum of one month's notice should be given to the Trust to cancel a regular hiring booking.

Non-payment of invoices may result in the Trust cancelling later bookings. Unpaid invoices may be deducted from the Deposit at the completion of the series of bookings.

3.3 Casual (one-off) hire

A Casual (one-off) hirer would not hold a front door key and will therefore require attendance from the Trust to unlock and lock up the building at the beginning and end of the hire. The refundable deposit of £100 and the hire charge shall be paid to the Trust prior to the date of hire. The refundable deposit will be repaid to the hirer at the completion of the hire if the terms of the hire agreement have been complied with.

3.4 Hire charges from 1st Jan 2025

| | | | |
|---------------------------|-----------------|----------------------|-----------------|
| Regular Hirers | | Casual Hirers | |
| Monday – Sunday | £10.00 per hour | Monday - Sunday | £12.00 per hour |
| Refundable deposit | £100 | | £100 |

Hire charges will be reviewed annually and regular hirers will be given one month's prior notice of any changes.

3.5 Cancellations by the Trust

The Trust reserves the right to cancel a booking if the building is required by the Trust. In the event of the Trust exercising this right, as much prior notice as possible will be given to the hirer. If a minimum of four weeks' notice cannot be given for the cancellation of a booking, the hire charge will be waived by the Trust for one subsequent booking on an alternative date.

4. Hire charges (see 3.4)

5. USE OF BUILDING

5.1 At the beginning of the session

Hirers should look at the Comments Book and check that the hall is in order. If there is anything that needs to be noted, e.g. shortage of towels, rubbish, or the hall has been left in an unsatisfactory condition, it should be noted in the book. Also, any first aid equipment used should be noted here. The book will be checked regularly to ensure that everything is in order between hirers.

5.2 At the End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and removing all rubbish from the site. If this proves not to be the case the Trust may deduct the cost of rendering the premises clean and tidy from the refundable deposit. The Hirer will ensure that all heaters and lights are turned off on completion of each hire in the interests of safety and avoiding waste. Hirers shall remove all rubbish from the site at the completion of the booking.

In the interests of safety, at no time must the chairs provided be stacked more than ten high and the folding tables provided should be chained when stored against the wall.

5.3 Stored Equipment

The Trust accepts 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 equipment stored by agreement with the Trust) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the stored equipment is removed.

The Trust may use its discretion in any of the following circumstances:

- a. In respect of stored equipment; failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- b. In respect of any other property brought on to the premises for the purposes of the hiring; failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

5.4 Licences

The Trust does not hold any Licences e.g. a Music Licence for playing or performing copyrighted music, Motion Picture Licence to show TV or films, Events Licence, Sale of alcohol Licence etc. The Trust is not qualified to advise hirers about Licencing and the hirer must investigate for themselves and obtain any licences required for their proposed activities.

5.5 Temporary Events Notice (T.E.N.)

In order to hold a licensable activity a Temporary Events Notice (T.E.N.) may need to be given to the licensing authority, West Berkshire Council. The Hirer shall obtain the written consent of the Trust before giving the licensing authority a T.E.N. Failure to do so will result in cancellation of the hiring without compensation as there is a limit on the number of T.E.N.s which can be granted annually for any premises. For details of the current T.E.N. regulations please refer to <https://www.gov.uk/temporary-events-notice>.

5.6 Raffles/Tombola/Gaming, Betting and Lotteries

These types of event run in, or from the OBS, shall comply with the advice given by the Fundraising Regulator www.fundraisingregulator.org.uk and the Gambling Commission www.gamblingcommission.gov.uk. The OBS Charity shall not be named or implied to be the organiser without prior agreement from the Trustees.

5.7 Compliance with The Children's Act

The Hirer shall ensure that any activities for children comply with the provisions of The Children's Act. The Hirer shall provide the Trust with a copy of their Child Protection Policy on request.

5.8 Food Health and Hygiene

There are minimal kitchen facilities. The hirer is welcome to make use of what there is, leaving the area in as good a state as at the commencement of the hire.

The Hirer must follow food safety and hygiene law and guidance www.food.gov.uk/food-safety. Only pre-prepared food can be offered because the building does not have suitable food preparation areas, washing up areas, or refrigeration facilities.

5.9 Dangerous or Unsuitable Performances

Film Shows and provision of regulated entertainment (including music, dance, films, plays, indoor sport and similar entertainment). Children shall be restricted from viewing age-restricted films as defined by the British Board of Film Classification. Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5.10 Sale of Goods

The Hirer shall, if selling goods on the premises, comply with the Law and any code of practice used in connection with such sales.

5.11 Use of Car Park

Hirers leave their vehicles in the car park at their own risk. Hirers are asked to avoid parking on the grass at the site. The footpath along the North side of the building is not suitable for vehicles. No vehicle parking is permitted outside the Front Door.

The Car Park is also used, by permission, by local schools for parents to pick up and drop off children typically between 8.30 am and 9.00 am; and 3.00 pm and 3.30 pm. Hirers are not responsible for this activity. Hirers' vehicles take precedence and Hirers are requested to refer any problems to the Trust rather than trying to resolve issues themselves.

5.12 Use of the Internet

The Trust provides a Wifi connection free of charge for the use of the Hirer and their event attendees. The Trust's internet shall not be used for illegal activities, for commercial activities unconnected to the event, or for downloading excessive amounts of data for personal use such as films or games. The Wifi equipment must not be modified, or unauthorised repairs attempted.

Any problems should be reported to the Booking Administrator:- however we cannot provide an IT call-out response. Hirers should check well in advance that the internet is working if critical for their event.

5.13 Use of Piano.

The Hirer needs to seek permission to use the piano. Please ask for the cable prior to the commencement of hire, as this will not be permanently accessible. Please ensure the piano cable is kept in good condition and does not get caught in the piano in any way.

5.14 Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

5.15 Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that to avoid disturbing neighbours to the premises and to 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.

5.16 Animals

The Hirer shall ensure that no animals (including birds), except registered assistance dogs, are brought onto the premises, other than for a special event previously agreed with the Trust.

5.17 Alterations

No alterations or additions may be made to the premises nor may any fixtures or placards be installed; decorations or other articles be attached in any way to any part of the premises without the prior approval of the Trust.

Any alteration, fixture or fitting or attachment so approved may at the discretion of the Trust remain in the premises at the end of the hiring, but will become the property of the Trust unless removed by the hirer within seven days of the end of the hire.

6. SAFETY

6.1 Hire Supervision

The Hirer shall provide competent persons on duty during the hire, none of whom shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities by the named person responsible for the emergency plan, including how to call the emergency services and how to carry out the evacuation procedure.

Particular attention must be given to:-

That the entrance/exit is free of obstruction and can be safely used at all times, including the risk of cars parked in front of the doors.

That there are no obvious fire hazards.

Safe stacking of chairs / tables.

6.2 Means of Escape

The sole means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The Hirer will ensure that both sections of the inner doors and both sections of the outer doors are opened immediately in the case of an emergency to facilitate swift exit from the building.

An emergency key for the front doors is kept in a break-glass box on the wall of the porch in case the doors have been locked from the inside and the hirer's key cannot be found in an emergency.

The Assembly Point at the noticeboard next to the car park.

6.3 Accidents and Dangerous Occurrences.

The Hirer must report to the Trust as soon as possible all accidents involving injury to the public or the attendees at their events and complete the premises' Accident Book. Any incident caused by failure of equipment belonging to the Premises or brought in by the Hirer must also be reported to the Administrator as soon as possible. A full record must be kept of any incident that may result in a claim on the Hirer's insurance, or the Trust's Insurance and which may be shared with the Trust's Insurers

The Hirer is responsible for reporting any major incident to the appropriate authorities, as well as to the OBS Trust, and Thatcham Town Council as the building's landlord.

Minor injuries requiring first aid

The Hirer may use first aid supplies located in the labelled first aid box in the counter area. It is important that the hirer records any items that are used in the Comments Book so that they can be replaced. Charges will be made if the Trust believes the box to have been used unnecessarily.

6.4 Fire Safety

The Fire Brigade shall be called to any outbreak of fire however slight

The hirer shall ensure that:

- i. No flammable or explosive substances are brought into, or used in, any part of the premises.
- ii. No decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trust. The Hirer shall ensure no combustible materials are located in close proximity to any heating appliances or light fittings in the building at any time.
- iii. No smoking of conventional cigarettes or e-cigarettes occurs in the building.
- iv. No heating appliances shall be used on the premises without the consent of the Trust. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. Portable heating appliances must not be covered.
- v. No open flames such as candles or lamps may be used in the building.

6.5 Electrical Appliance Safety

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 used in a safe manner in accordance with the Electricity at Work Regulations, and Health and Safety Executive guidance.

7.0 Disputes

The Chairman of the Trust whose decision shall be final shall decide any disputes between the Hirer and the Trust.

8.0 Call Out Arrangements

In the event of an emergency.

In the case of fire follow the Fire Action instructions and call 999. For incidents requiring Police attention such as nuisance activity around the building, call 999 or 101 as appropriate.

The Trustees will endeavour to assist hirers with emergencies, but cannot guarantee to be able to respond immediately, or to be able to resolve all issues straight away. Please call the following numbers:

- Helen Berry. Booking Administrator 07570 097332
- Keith Benjamin. Trustee 07867 908850
- Mark Thomas. Trust Chairman 07804 401355

If the reason for a non-emergency call-out, in the opinion of the Trust, is the responsibility/fault of the Hirer a fee of £25.00 will be levied and will be retained from the deposit held by the Trust.

A Complete list of Trustees is given on the OBS website: oldbluecoatschool.org.uk/

The Thatcham (Old Bluecoat School) Charity
Charity Number 1106343
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