



The Amersham Fair Organ Museum | Registered Charity No. 1102001

Booking Terms & Conditions of Use

1. Definitions

In these terms and conditions:

- (i) The Amersham Fair Organ Museum is a charity registered in England & Wales (number 1102001), and is referred to as “AFOM”.
- (ii) Individuals or groups with no affiliations or formal links with AFOM are referred to as ‘Outside Bodies’.
- (iii) References to the ‘Board of Trustees’ are to the individuals appointed and registered with the Charity Commission.
- (iv) References to the ‘Administrator’ and the ‘Hon. Treasurer’ are to the individuals appointed to those positions by the AFOM Board of Trustees.
- (v) ‘User’ or ‘Hirer’ refers to the individual with whom any booking is agreed and shall include the group or body (if any) in whose name such individual makes the booking whose authority to make the booking must be held.
- (vi) ‘used exclusively’ shall not be deemed to indicate any right of the Hirer to exclude any representative of AFOM from any premises.

2. Booking Terms

- 2.1 AFOM, through its Trustees represented by the Hon. Secretary, reserves the right to:
 - (i) refuse an application for a premises booking without giving any reason.
 - (ii) enter upon any of its premises at any time during the period of any booking.
- 2.2 All applications for the use of the Museum premises shall be made to the Administrator, and shall specify:
 - (i) the proposed use of premises to be used exclusively;
 - (ii) the time of commencement of, and total duration of use of, the booking (including preparation and clearing up time).
- 2.3 The charge for a booking shall be notified to the applicant prior to the booking being confirmed and if the applicant then proceeds with the booking this will be deemed to have been agreed and the amount will be invoiced to the applicant (such invoice to be paid by the date of use to which it refers [unless another arrangement has been agreed with the Administrator], failing which the booking shall be treated as having been cancelled). Payment of the charge notified/invoiced shall be deemed to indicate acceptance of these Terms and Conditions by the Hirer (whether or not a Confirmation of Acceptance in the form set out at the end of these Terms and Conditions has been signed by the Hirer).
- 2.4 At the discretion of the Administrator a deposit may be charged to the invoice submitted to a Hirer making a single booking as security against cancellation or damage and this will be repayable following completion of the hiring if no damage occurs and the premises are left clean and tidy, but otherwise subject to a deduction of:
 - (i) the cost of making good any damage to premises, appliances or effects which may occur during the period of the hiring (which damage the Hirer shall report to the Administrator without delay); and
 - (ii) a charge for any cleaning and tidying thought by the Board of Trustees to be necessary at the end of the hiring at the rate of £18 per hour or part of an hour.
 - (iii) a reasonable charge for the removal of any rubbish left by the Hirer on the premises at the end of the period of hiring. In the event of such amount(s) or the total of them exceeding the deposit the Hirer shall be liable for paying the balance upon demand.
- 2.5 Any booking may be terminated by the Museum with immediate effect in the event of any breach considered by the Board of Trustees to be sufficient reason for terminating the booking without notice.

- 2.6 Any booking may be cancelled by written notice from the Hirer:
- (i) one calendar month or more before the booking date specified, without charge to the Hirer, or;
 - (ii) between one calendar month and 72 hours before the booking date specified, in which event the Hirer will be liable to pay one quarter of the fee previously agreed upon.

If no cancellation is received 72 hours or more before the specified booking date, the booking will remain in force and the Hirer will be liable for the full specified fee.

3. Conditions of Use

- 3.1 Users, having been given initial advice in this respect by the Board of Trustees, are required to observe all fire/emergency regulations relevant to the premises used (including those displayed in any part of the buildings to which the Hirer shall have access and any revision thereof which has been notified to the Hirer) e.g. regarding fire exits, signage, directions to be given, assembly areas etc.
- 3.2 Space in AFOM's car park (which is not guaranteed) may be used (but not exclusively) by, or for the purposes of, the Hirer during (and only during) the period of hire when the Hirer shall have the responsibility of ensuring correct use of the car park by persons visiting the premises booked (prohibited parking areas etc). Use of the car park, outside the duration of the period of hire is not permitted. AFOM accepts no responsibility for any damage done to any vehicle or person in or using its car park.
- 3.3 The Hirer shall not plug any of their own electrical equipment into any socket in the premises without prior agreement with the Board of Trustees.
- 3.4 The sale or supply of alcohol on Museum premises without the express consent of the Administrator is strictly forbidden and permitted consumption is subject to the rules.
- 3.5 Rubbish, including all waste food, from the Hirers' event must be removed from the premises by the Hirer and not put in the Museum's waste bins.
- 3.6 Neither smoking nor the use of naked flames, candles etc. (except for cake candles and similar) is permitted on any part of the premises.
- 3.7 Where the hiring involves children under the age of 18 years the users are required to be familiar with, and compliant with, the Home Office Code of Practice 'Safe from Harm'.
- 3.8 There will be no facilities for on-site storage of Hirers' materials or equipment unless expressly agreed by the Administrator at the time of booking.
- 3.9 Hirers must obtain all and any licences from / give all notices to appropriate or statutory licensing authorities that may be required for the proposed use of the premises or activities, performances or use of equipment within the premises (including Temporary Event Notices for the purposes of regulated entertainment as prescribed by the Licensing Act 2003 and licences in relation to performing rights, copyright and other relevant aspects) and where required these shall be prominently displayed on the premises throughout the period of the hiring. In the event of an objection being received following the giving of a Temporary Event Notice the activity objected to shall not be permitted to take place.

4. Insurance and Other Liabilities of Respective Parties

- 4.1 AFOM will not accept responsibility or liability for loss or damage to any property or vehicle or individual within the building or its curtilage except in so far as the same is proved to have been caused by breach of statutory duty by AFOM, its Trustees, or any of its servants or agents for whom it is liable. Users will ensure that they hold valid insurance in a sufficient amount to cover their own liabilities for damage to third parties and their property, and including the property of AFOM, and the Administrator reserves the right to request sight of the User's insurance policy.
- 4.2 The Hirer undertakes to keep the Museum indemnified against all actions, claims and demands arising in any way out of, or due directly or indirectly to, the Hirers' use of the premises. This includes any failure to obtain any copyright or other licence required for the Hirers' event. The Hirer are jointly and severally responsible for the actions of the members and guests of their organisation.

- 4.3 Users are responsible for satisfying themselves by undertaking and recording an appropriate risk assessment (which the Administrator may ask to see in advance of a booking being agreed/taking place) that the premises and equipment hired are suitable and safe for the purposes for which they are used, and that they are maintained in such condition during the duration of the hiring. Any damage to, or malfunction of, property or equipment, or injuries to person(s) arising from use of the premises or equipment must be notified to the Board of Trustees within 24 hours of the event, and, where appropriate, payment made within one month of demand to cover the full cost of making good damage (including where appropriate loss of use or losses arising as a result of cancellation of other bookings).
- 4.4 Health and Safety Policy for AFOM: the overall responsibility rests with the Board of Trustees. Day-to-day responsibility for ensuring the policy is put into practice lies with the Board of Trustees and hirers. In the event of an accident it should be recorded in the accident book. First Aid boxes are situated in a cupboard behind the servery counter and inside the Museum office.

5. Rules concerning the use of, and supply, of alcohol on Museum premises

Alcohol must not be brought onto any part of the Museum premises unless specific written permission is given by the Administrator at the time of booking.

The rules covering its use and consumption are:

- 5.1 A valid Temporary Event Notice specifying that alcohol will be sold or supplied during the hiring must be given to Chiltern District Council and the Thames Valley Police in accordance with the Licensing Act 2003 and no objection notice must have been given by the latter body. A copy of the approved Temporary Event Notice shall be given to the Administrator and a further copy shall be prominently displayed at the premises during the period of hire.
- 5.2 Alcohol must not be supplied by, to or for consumption by any person under the age of 18 years.
- 5.3 Permission must be requested from the Administrator at the time of booking.
- 5.4 Only wine, beer and cider may be served: no spirits are permitted.
- 5.5 Only the Hirer may provide alcoholic drinks: participants are required not to bring their own alcohol onto the premises.
- 5.6 Alcoholic drinks must not be sold at the event for consumption off the premises.
- 5.7 Alternative soft drinks must be available.
- 5.8 The hirer will take responsibility for ensuring that no person under 18 years consumes alcohol on any part of the premises.
- 5.9 All drinks containers brought onto the premises by or at the instance of the Hirer will be removed from the premises at the end of the event.

6. Governing Body

The decision of the Board of Trustees of AFOM as to the interpretation of these conditions of use, and the hirer's observance of these conditions, shall be final and conclusive.

Please ensure that you have read and understand the AFOM these Terms & Conditions of Use; by placing any booking you are confirming that you will comply with these terms. Hirers and users of the premises are required to make themselves aware of the arrangements to be followed in the event of fire or some other emergency which may potentially expose occupants and premises to damage, injury or loss.

The above Terms and Conditions shall be governed by the laws of England and Wales.

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