

# BARDWELL VILLAGE HALL MANAGEMENT COMMITTEE

## STANDARD TERMS and CONDITIONS OF HIRE

### Introduction

#### **The hirer must be over 21 years of age**

These Terms and Conditions apply to all groups and individuals hiring the Bardwell Village Hall. Signing the booking form is an agreement to conform to the full conditions shown here, and forms a binding contract between the Hirer and Bardwell Village Hall Management Committee, (BVHMC). BVHMC agrees to permit the Hirer to use the premises for the purpose and period described on the booking form

BVHMC or the booking officer are not obliged to accept a booking request and may refuse without giving a reason. At the time of booking the BVHMC or booking officer may request proof of identity, and/or age

#### **Hirer's duties and responsibilities**

The Hirer must ensure they read and understand all the Terms and Conditions of hire prior to signing the hire agreement. If you are unclear on any matter it is your responsibility to ask for clarification. As the Hirer, you are responsible for ensuring that the Terms and Conditions are met.

The Hirer is the acting responsible person for the event, and must remain present at all times throughout the hire period

The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement 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 any invitees or render invalid any insurance policies in respect thereof.

The Hirer is responsible for the supervision during the period of the hire and is responsible for the premises, the fabric and the contents, their care, safety from damage, however slight, or change of any sort, and 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 for other users or emergency services, or the entry/exit of the car park.

The Hirer must ensure that all Licensing Laws are fully adhered to, and if alcohol is sold or provided, that no alcohol is sold or supplied to anyone under the age of 18, or to anyone suspected of being drunk or under the influence of drugs.

Drunk and disorderly behaviour and supply of illegal drugs:

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol, and that no form of binge drinking, or drink promotions take place.

No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

Childcare Act 2006: The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall Management Committee with a copy of their CRB check and Child Protection Policy on request.

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## **Gaming, betting and lotteries:**

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.

## **Music Copyright and performance licensing:**

The Hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer should hold the relevant licence.

## **Film:**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

At the conclusion of the event the Hirer shall ensure that the Tithe Barn is vacated by the end of the hiring period and that the users leave the car park without undue delay in an orderly and quiet manner. All materials and equipment brought onto the premises by the Hirer for the event must be removed by the end of the hiring period.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured with lights, water heaters and radiant heaters switched off, unless directed otherwise, and any contents that have been temporarily removed from their usual positions replaced properly as follows:

Folding Melamine tables are available from storeroom A, and should be cleaned and returned after use.

Wooden trestles and tops are available from storeroom B, via the kitchen, and should be cleaned and returned after use.

Chairs must be placed, **not stacked**, around the walls of the main hall, and annex. Please ensure that the seats are clean and not damaged.

All plates, dishes, cutlery, cups, and other items used must be washed, dried, and returned to where they were taken from. Please remove any of your own dishcloths/tea towels, or other items, from the kitchen.

The hall should be swept clean, and spillages mopped up, including the kitchen and bar area if they have been used. Brooms, mops, and cleaning materials are kept in storeroom B to the right, accessed from the kitchen.

The Hirer should ensure that all the toilets, washbasins, and floors are clean, tidy, and rubbish removed. Please flush all toilets and the manual flush in the gent's toilet at the end of hiring. Close all windows, internal doors, and fire exits, making sure they are secure, before locking the final exit door

All evening events must finish and the premises be vacated before midnight,

## **Noise:**

With any performances or the playing of music, the sound must be such as not to cause a local nuisance. Windows and doors should remain closed.

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## **Charges and payment:**

Please ensure you have booked enough time to set up at the beginning and clear up after your event. Any extra time taken will incur additional charges.

A refundable security deposit of £50 will be made, which will be refunded provided the Terms and Conditions have been met, that there is no damage and that the venue is left clean and tidy.

Once your booking request has been verified, an invoice will be raised, which must be paid in full at least four weeks prior to your event. If your event is in less than four weeks, payment must be made by return. All bookings will remain provisional until you have completed the booking process and made payment. If payment is not made on the due date BVHMC will cancel your provisional booking and offer that period to other hirers.

Payment can be made by bank transfer or by cheques; made payable to: **Bardwell Village Hall** the full details will be on the invoice

## **Use of Premises:**

**No smoking** is permitted anywhere in the Tithe Barn building; an area for smoking is provided outside.

Keys will be made available on the day of hire; to make arrangements for this, please contact us prior to your event by: Emailing administration: [bardwellvillagehall@gmail.com](mailto:bardwellvillagehall@gmail.com) or telephoning James Fletcher: 01359 250933

## **Indemnity:**

The Hirer is liable for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents during the period of hire.

The Hirer shall indemnify and keep indemnified each member of the Tithe Barn Management Committee against the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises; and all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

The Tithe Barn Management Committee is insured against any claims arising out of its own negligence only. It is strongly recommended that the Hirer shall take out adequate insurance to insure the Hirer, members of the Hirer's organisation and invitees against the Hirer's liabilities under this agreement and all claims arising as a result of the hire. A copy of the cover should be given to the Booking Secretary.

## **Maximum Numbers:**

Numbers must not exceed 120 people at any time, including performers and helpers

## **Public Safety Compliance:**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and Licensing Authority.

No combustible decorations or effects including fireworks of any description are to be used inside the premises.

## **While the public are present, the Hirer shall ensure that:**

All exits, including fire exits, are unlocked and free from obstruction.

All escape routes are free from obstruction and can be used safely at all times.

All parts of the building to which the public has access, including passages, are illuminated by the general lighting at all times.

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That stewards or supervisors should be appointed to oversee the event and be familiar with the location of the First Aid Box; the position of the emergency exits, fire alarms and fire extinguishers and know how to use them; they are also responsible for giving full assistance in evacuating the premises in the event of an emergency.

## **First Aid Box:**

There is a first aid box located in the kitchen. The Booking Secretary must be informed if any items are used from the First Aid Box.

## **Fire:**

In this event, all occupants must be evacuated to the fire assembly point which is on the left of the Dun Cow Car Park. The Fire Brigade must be called to any outbreak of fire no matter how small (by telephone on 999).

The Tithe Barn does not have a telephone; therefore it is advisable to have a mobile phone available for emergencies.

## **Accidents:**

The Hirer must report all accidents involving injury to the public to the Booking Secretary as soon as possible and complete the relevant section in the Tithe Barn accident book.

## **Electrical Appliance Safety:**

The Hirer shall ensure that any electrical equipment brought to the premises by them, or by any third party associated with the event is safe, in good working order, and with an appropriate Portable Appliance Test (PAT) certificate where necessary, and is used in a safe manner in accordance with the Electricity at Work Regulations 1989. Residual circuit breakers provided around the hall walls **must be used**.

**Important - Please Note:** the electrical sockets in the hall have a cut-off timer that will turn off automatically. A **RED** warning light located at the road end of the hall will come on at 11:45pm to allow time for any electrical equipment plugged into that circuit to be turned off. It is a condition of the premises license that all music and entertainment stops by 23:59

## **Kitchen and Food Hygiene:**

The Hirer shall if preparing, serving, or selling food observe all relevant food health and hygiene legislation and regulations.

The switch for the water heater is in the bar area located on the left hand wall just behind the bar. Please ensure that this is off and that the urns are empty and switched off before leaving the hall.

## **Heating the main hall - details and cost:**

Heating is by electric radiant heaters when required and is charged separately by way of tokens. The tokens cost £3 each, and last for one hour, preheating the hall is not required with this type of heater.

Please ensure you order enough tokens for your event when making your booking. The cost will be added to your hire invoice and the tokens supplied to you when you collect the key. Any unused tokens can be returned along with the key for a refund.

Heaters in the toilets and other rooms are independent and used when necessary. Please ensure that these heaters and the radiant heater in the hall are turned off at the end of hiring.

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## **Rubbish:**

The rubbish must be recycled into the appropriate bins, and bottle banks, found at the front of the building.

## **Cancellation:**

The Management Committee reserves the right to cancel the booking without liability if the premises are required for use as a Polling Station for Parliamentary or Local elections or in the case of a village emergency.

The Management Committee may cancel the booking without liability if the premises become unfit for the purposes intended by the Hirer.

The Hirer's payment will be refunded if the Management Committee cancels the booking. The deposit will be forfeited if the Hirer cancels the booking less than 7 days before the event.

## **No alterations:**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of BVHMC. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the BVHMC.

Items that remain in the premises at the end of the hiring will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall Management Committee any damage caused to the premises by such removal.

## **No Rights:**

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

## **Please note: as a reminder**

Access to the venue will not be given unless you have completed the hire process and agreed to the Standard Terms and Conditions, and made payment for your event.

BVHMC reserve the right to alter the Standard Terms and Conditions at any time, or to apply such additional conditions as may be specific to your event, or required by law